


East Carolina University

Department of Materials Management
200 East First Street
Greenville, NC 27858
(P) 252-328-6434 (F) 252-328-4172

ECU NC tax exempt# 400009

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Aug 11, 2016	P1222182	0
Please contact the following buyer with any questions		
Purchasing Agent	23 Jeffrey Meyer	
Phone	252-328-6434	
Director's Approval		

Supplier Information	Delivery Information	Billing Information
Social Sentinel Inc 128 Lakeside Ave Ste 302 Burlington, VT 05401 US Phone +1 800-628-0158 Fax +1 802-861-1404 ECU Supplier Id Supplier Number B01098015	Ship to Attention: Donna Davis Phone: +1 (252) 328-6166 Contact Email davisd@ecu.edu East Carolina University EHS 210 E 4th St Greenville, NC 27858-4353 United States Delivery Information Ship Via Best Carrier-Best Way F.O.B. Destination	Charge to PO Listed Above Payment Terms 0% 0, Net 30 Accounting Date Pricing Ref. No. ECU-001692 & Referencing I-309 for pricing purposes only Special Instructions Confirming Order - Do Not Send Work Order # no value Invoice Address East Carolina University Accounts Payable 120 Reade St. Fin. Srv. Bldg. Greenville, NC 27858-4353 United States

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Social Sentinel Command Center Software Services (6/15/2016-6/14/2017)	1	EA	14,000.00 USD	1 EA	14,000.00 USD
Total						14,000.00 USD


Additional PO Instructions			
Header	100	NC T&C	Purchase Order placed in accordance with the State of NC Terms and Conditions.
	200	Funds	In accordance with NC Terms and Conditions the following statement applies: Availability of Funds: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
	300	ECU PO conditions	ECU standard Purchase Order conditions are attached.
	600	Privacy Standards	This Purchase Order is issued in accordance with the following privacy standards: a) Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), also known as HIPAA, and b) Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99), also known as FERPA.
	700	Iran Divestment	IRAN DIVESTMENT ACT -CERTIFICATION AND ONGOING OBLIGATIONS: The NC General Assembly recently enacted the Iran Divestment Act (S.L. 2015-118). This requirement applies to all units of State government and to all political subdivisions of the State. The Iran Divestment Act List is a list published by the North Carolina Department of State

Treasurer pursuant to the requirements of this Act that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> . By accepting an order from the University, the Contractor certifies that, as of the date of acceptance, it is not on the then-current version of the Iran Divestment Act List. Contractor agrees to not contract with any person to perform a part of the contractual work, if, at the time the Contractor enters into a subcontract, that person is on the then-current version of the Iran Divestment Act List. Contractor further agrees to notify the Procurement Specialist if, at any time during the contract term, including any renewal terms, it is added to the Iran Divestment Act List.

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Department of Materials Management
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Greenville, NC 27858
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ECU NC tax exempt# 400009

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jul 30, 2018	P1277432	0
Please contact the following buyer with any questions		
Purchasing Agent	19 Phil DePalma	
Phone	252-328-6434	
Director's Approval		

Supplier Information	Delivery Information	Billing Information
Social Sentinel Inc 128 Lakeside Ave Ste 302 Burlington, VT 05401 US Phone +1 800-628-0158 Fax +1 802-861-1404 ECU Supplier Id Supplier Number B01098015	Ship to Contact Name Donna Davis Phone +1 (252) 328-6166 Contact Email davisd@ecu.edu East Carolina University Environmental Health & Safety 211 S Jarvis St Ste 102 Greenville, NC 27858-4353 United States Delivery Information Ship Via Best Carrier-Best Way F.O.B. Destination	Charge to PO Listed Above Payment Terms 0% 0, Net 30 Accounting Date Pricing Ref. No. no value Special Instructions Confirming Order - Do Not Send Work Order # no value Invoice Address East Carolina University Accounts Payable 120 Reade St. Fin. Srv. Bldg. Greenville, NC 27858-4353 United States

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Software Purchase Form - Social Sentinel Command Ctr Software Services (6-15-2018 to 6-14-2019)	1		14,000.00 USD	1	14,000.00 USD
	<u>ADDITIONAL INFO</u>	Quantity	1			
	Unit Price 14,000.00 USD	Unit of Measure	EA - Each			
	Catalog No. 1	Product Description	Social Sentinel Command Ctr Software Services (6-15-2018 to 6-14-2019)			
Total						14,000.00 USD

Additional PO Instructions			
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known as HIPAA, and b) Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99), also known as FERPA.

East Carolina University Department of Materials Management Information Technology (IT) Procurement	Request for Quotations (RFQ) NO. 56-1415-192-RFQ
	Bids will be publicly opened: 6/4/2015
	Contract Type: Open Market
Refer ALL Inquiries to: Jeffrey Meyer Telephone: (252) 328-1007 Fax: (252) 328-4172	Commodity Number: 208 Commodity: Computer Software
E-Mail: meyerje14@ecu.edu	Issue Date: 5/29/2015
(See page 2 for mailing instructions)	Agency Requisition No. 62468622

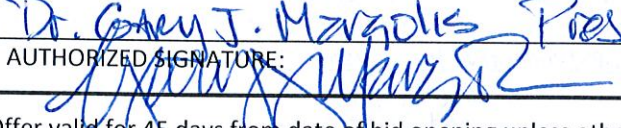
OFFER AND ACCEPTANCE

This solicitation advertises East Carolina University's needs for the goods and/or services described herein. East Carolina University seeks proposals comprising competitive bids offering to sell the goods and/or services described in this solicitation. East Carolina University's acceptance of any proposal must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this request for quotation, Specifications of the solicitation documents, East Carolina University Information Technology General Terms and Conditions for Software and Maintenance, or however the terms are titled, Instructions to Vendors, East Carolina University Information Technology Memorandum of Understanding and the awarded Vendor's proposal. **Provided, however, that no contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION

In compliance with this request for quotation, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 147-33-100).

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Social Sentinel, Inc			
STREET ADDRESS: 128 LAKESIDE AVE Suite 302		TELEPHONE #:	TOLL FREE TEL. #:
CITY & STATE & ZIP: Burlington VT 05401-4939		FAX #:	CELL PHONE #:
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.			
EMPLOYER FEDERAL ID/SOCIAL SECURITY NUMBER: [REDACTED]		Indicate if other than Large Business	
PRINT NAME & TITLE OF PERSON SIGNING: Dr. Gary J. Margolis President / CEO		<input type="checkbox"/> Small <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority <input type="checkbox"/> Disabled	
AUTHORIZED SIGNATURE: 	DATE: 5/29/15	E-MAIL: gmargolis@socialsentinel.com	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 5).

Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 6).

DEBARMENT CERTIFICATION

By signing this execution page, bidder certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended proposed for debarment, declined, ineligible or voluntary excluded from covered transactions by and Federal or State Agency.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of East Carolina University (ECU) shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this request for quotation, the specifications, the ECU Terms and Conditions for Software and Maintenance, or however the terms are titled, the Instructions to Vendors, and the East Carolina University Information Technology Memorandum of Understanding shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR EAST CAROLINA UNIVERSITY USE ONLY

Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification or purchase order, by _____ (Authorized representative of EAST CAROLINA UNIVERSITY).

East Carolina University Department of Materials Management Information Technology (IT) Procurement	Request for Quotations (RFQ) NO. 56-1415-192-RFQ	
	Bids will be publicly opened: 6/4/2015	
	Contract Type: Open Market	
Refer ALL Inquiries to: Jeffrey Meyer Telephone: (252) 328-1007 Fax: (252) 328-4172	Commodity Number: 208 Commodity: Computer Software	
E-Mail: meyerje14@ecu.edu	Issue Date: 5/29/2015	
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OFFER AND ACCEPTANCE

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EXECUTION

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Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Social Sentinel, Inc.		
STREET ADDRESS: 128 Lakeside Avenue, Suite 302	TELEPHONE #: 802-861-1375	TOLL FREE TEL. #: (800) 628-0158
CITY & STATE & ZIP: Burlington, VT 05401-4939	FAX #: 802-861-1404	CELL PHONE #:
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
EMPLOYER FEDERAL ID/SOCIAL SECURITY NUMBER: [REDACTED]	Indicate if other than Large Business	
PRINT NAME & TITLE OF PERSON SIGNING: Dr. Gary J. Margolis, President/CEO	<input type="checkbox"/> Small <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority <input type="checkbox"/> Disabled	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL: gmargolis@socialsentinel.com

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 5).

Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 6).

DEBARMENT CERTIFICATION

By signing this execution page, bidder certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended proposed for debarment, declined, ineligible or voluntary excluded from covered transactions by and Federal or State Agency.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of East Carolina University (ECU) shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this request for quotation, the specifications, the ECU Terms and Conditions for Software and Maintenance, or however the terms are titled, the Instructions to Vendors, and the East Carolina University Information Technology Memorandum of Understanding shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR EAST CAROLINA UNIVERSITY USE ONLY Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification or purchase order, by _____ (Authorized representative of EAST CAROLINA UNIVERSITY).
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DELIVERY INSTRUCTIONS

Bids, subject to the conditions made a part hereof, will be received at the address below until **4:00 pm** Eastern Standard Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine, telephone or electronically in response to this request for quotation will be accepted. **Bids are subject to rejection unless submitted on this form.**

Deliver one **(1) copy** of the executed bid response. Address envelope and insert bid number as shown below. It is the responsibility of the Vendor to have the bid in this office by the specified time and date of opening. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **Vendor must return all the pages of this solicitation in their response.**

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS
BID NO. 56-1415-192-RFQ EAST CAROLINA UNIVERSITY Department of Materials Management Attn: Jeffrey Meyer 200 East First Street, Building 141 Greenville, NC 27858

DIGITAL IMAGING: East Carolina University will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

ADDENDUM TO RFQ: If a pre-bid conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by East Carolina University will be posted to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us/ips/deptbids.asp>, and shall become an Addendum to this RFQ. Vendors' questions posed orally at any pre-bid conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this proposal periodically check the State website for any and all Addenda that may be issued prior to the bid opening date.

AWARD NOTIFICATION: (N/A) A link to the Interactive Purchasing System (IPS) allows the public to retrieve bid award information electronically from the Internet web site: <http://www.ips.state.nc.us>. Results may be found by searching by bid number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/IPS/Vendor/Vndrmess.asp>

SECTION 1: INTENT, USE, DURATION AND SCOPE

social media

The purpose of this request for quotation (RFQ) is to obtain pricing for and procure **threat alert service** for East Carolina University. Products and services will be provided in accordance with the terms and conditions of this RFQ and any addenda thereto.

SECTION 2: VENDOR OFFER

Bid must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. If additional sheets are required (for example, Vendors who are offering alternate proposals); the Vendor should submit a separate bid document. Any alternate proposals must be clearly marked as such with the phrase "alternate bid for 'name of' Vendor" and numbered sequentially with the first bid. This legend must be in bold type of not less than 12 point type on the face of the bid, and on the text of the alternative proposal.

SECTION 3: VENDOR LICENSE AGREEMENT(S)

The terms and conditions of Vendor's standard license and/or maintenance agreement(s) applicable to Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the Terms and Conditions Section herein shall apply in all cases and supersede any

provisions contained in Vendor's Software licensing agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance agreement(s) to indemnify or hold harmless the vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

SECTION 4: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.

In accordance with NC General Statute 147-33.97, the Vendors must detail in the bid response, the manner in which it intends to utilize resources or workers. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States
- d) Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided

Will any work under this contract be performed outside the United States?

Where will services be performed:

Vermont

YES

NO

X

SECTION 5: DISTRIBUTORS AND RESELLERS (N/A)

Resellers" as used herein, refers to businesses that routinely sell or distribute Vendor's Products, and may include "Distributors", "Value Added Resellers" (VARs), "Original Equipment Manufacturers" (OEMs), Channel Partners, or such other designations. These businesses must be approved by the State prior to placement of any orders. ***Unless otherwise provided, the State will establish a convenience contract with one or more resellers through a competitive bidding process.*** Any contract established will be subject to this solicitation and any resulting Agreement(s), and to the terms and conditions of the State's competitive bidding process.

East Carolina University acknowledges that the Reseller has merely purchased the Third Party Items for resale or license to East Carolina University, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than the Reseller ("Third Parties"). East Carolina University further acknowledges that except for the payment to the Reseller for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide East Carolina University with copies of all documentation and warranties for the Third Party Items which are provided to the Reseller. The Reseller shall assign all applicable third party warranties for Deliverables to East Carolina University.

SECTION 6: BID AWARD

It is the general intent to award this contract to one Vendor. As provided by statute, award will be based on Best Value Analysis, (Lowest Price Technically Acceptable Source Selection Method in accordance with 09 NCAC 06B. 0302 Information Technology Procurement.) See Instructions to Vendors, Item #11.

The State, at its sole discretion, reserves the right to reject any offers that does not meet specifications.

SECTION 7: DELIVERY

The successful Vendor will complete delivery within thirty (30) consecutive calendar days after receipt of purchase order to Greenville, NC. State your guaranteed delivery date: 3 business days, depending on ECU responsiveness

SECTION 8: PRODUCT RECALL

Vendor assumes full responsibility for prompt notification of both the contract administrator and purchaser of any product recall in accordance with the applicable state and federal regulations.

SECTION 9: E-VERIFY:

Pursuant to N.C.G.S. 147-33.95(g), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

SECTION 10: CONTRACT PERIOD

The contract period will be for a basic performance period of one year to purchase specified items described herein including any upgrades, maintenance options, related products, etc. that the vendor supplies in relation to this project. Coverage period will be for one year from the date of Award of bid and prices shall remain the same for that one year period. Shipping charges shall be

included in unit price. East Carolina University retains the option to extend this contract for four (4) additional one (1) year periods at its sole discretion. Pricing may not increase more than 5% for each renewal period. A new quote should be submitted for each renewal, upgrade or additional items and approved by East Carolina University with the issuance of a purchase order. All terms and conditions of this contract shall survive beyond the stated expiration date.

SECTION 11: FURNISH AND DELIVER

Furnish and Deliver FOB Destination Greenville, NC with all transportation charges prepaid and included in Bid price as applicable. Full compensation to Vendor for full and complete performance by Vendor of all the Work and Deliverables, compliance with all terms and conditions of this Contract, and for Vendor's payment of all obligations incurred in, or applicable to, performance of the Work shall be determined in accordance with the following price of:

ITEM	QTY	UOM	DESCRIPTION	UNIT COST	TOTAL (EXTENDED) COST
1.	1 st	Year	Social Sentinel Service Annual Period for the period of 6/16/2015-6/15/2016	\$ 14,000	\$ 14,000
2.	2 nd	Year	Social Sentinel Service Annual Period for the period of 6/16/2016-6/15/2017	\$ 14,000	\$ 14,000
3.	3 rd	Year	Social Sentinel Service Annual Period for the period of 6/16/2017-6/15/2018	\$ 14,000	\$ 14,000
4.	4 th	Year	Social Sentinel Service Annual Period for the period of 6/16/2018-6/15/2019	\$ 14,000	\$ 14,000
5.	5 th	Year	Social Sentinel Service Annual Period for the period of 6/16/2019-6/15/2020	\$ 14,000	\$ 14,000

TOTAL COSTS \$ 70,000

East Carolina University is Tax Exempt. Certificate of Exemption number 400009

SECTION 12: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
 - **THE STATE:** Is the state of North Carolina and its agencies.
 - **EAST CAROLINA UNIVERSITY (ECU):** an Agency of the State of North Carolina
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation. Also referred to as BIDDER and/or VENDOR.
 - **TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **TECHNICAL SERVICES CONTRACT:** A contract to provide for information technology specialty services for specific projects or assignments.
 - **ECU CONVENIENCE CONTRACT:** A contract that is used for the procurement of IT goods or services. These contracts are in place for the convenience of East Carolina University and use of them is optional.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
3. **NOTICE TO VENDORS:** All bids are subject to the provisions of the East Carolina University Instructions to Vendors, special terms and conditions specific to this request for quotation, the specifications, and the East Carolina University Information Technology General Terms and Conditions. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** *East Carolina University as an Agency of the State of North Carolina objects to and will not evaluate or consider any additional terms and conditions submitted with a Vendor response.* This applies to any language appearing in or attached to the document as part of the Vendor's response. Bids with terms and conditions attached will be subject to rejection. **By execution and delivery of this request for quotation and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.**
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) East Carolina University Information Technology General Terms and Conditions, (4) Instructions to Vendors, and (5) East Carolina University Information Technology Memorandum of Understanding.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, Vendor's offer shall be valid for 30 days from the date of bid opening.
6. **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. **Only information that is received in response to this RFQ will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.** *See Rider A, attached
9. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from East Carolina University. The Vendor is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
10. **ACCEPTANCE AND REJECTION:** Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State. State reserves the right to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
11. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS143-135.9. Unless otherwise specified by East Carolina University or the Vendor, East Carolina University reserves the right to accept any item or group of items on a multi-item bid. In addition, on agency specific or term contracts, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by East Carolina University to be pertinent or peculiar to the purchase in question.

12. **REFERENCES:** East Carolina University reserves the right to require a list of users of the exact item offered. East Carolina University may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, East Carolina University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the Vendor's expense. Written request for the return of samples must be made within ten (10) days following date of bid opening. Otherwise the samples will become the property of the State. Each individual sample must be labeled with the Vendor's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
16. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items, which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers in the Department of Materials Management at East Carolina University those products or packaging they offer which have recycled content and that are recyclable.
17. **PROTEST PROCEDURES:** When an Offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$25,000, they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.ips.state.nc.us>. **All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1102 - .1121.**
18. **MANDATORY PRE-BID/SITE VISITS:** If applicable, Mandatory pre-bid meeting/site visits will begin promptly at the time stated on the bid document. If you are not present at the time the meeting begins, you will not be allowed to submit a bid. There will be no exceptions to this rule. Please allow adequate time for parking. Parking on campus is by permit only. A parking permit may be acquired by contacting ECU Department of Parking and Transportation, located at 305 E. Tenth Street, Greenville, NC, at 252-328-6294 between the hours of 7:30AM to 4:30AM, Monday through Friday. Attendees should request a "Pre-Bid" and will receive a Departmental Guest permit for \$1.00. Parking will be assigned in proximity to the pre-bid location. Individuals with disabilities, who require accommodations under the American with Disabilities Act (ADA), should contact the Department of Disabilities Support Services at 252-737-1016 prior to the meeting date.
19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
20. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** Offeror shall provide its digital technology products in manner which is accessible and shall comply with rapidly changing accessibility guidelines. Offeror has implemented product guidelines across all of its digital platforms in accordance with the Web Content Accessibility Guidelines 2.0 (WCAG 2) Level AA and the guidelines under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and Offeror shall provide proof of its compliance as requested by the University.
21. **NON-RESPONSIVE BIDS:** Vendor bid responses will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:
 - "This bid does not constitute a binding offer",
 - "This bid will be valid only if this offer is selected as a finalist or in the competitive range",
 - "The vendor does not commit or bind itself to any terms and conditions by this submission",
 - "This document and all associated documents are non-binding and shall be used for discussion purposes only",
 - "This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
 - A statement of similar intent.

SECTION 13: EAST CAROLINA UNIVERSITY INFORMATION TECHNOLOGY GENERAL TERMS AND CONDITIONS FOR SOFTWARE AND MAINTENANCE**DEFINITIONS**

- a) "Agency" means the Agency purchasing the goods or services.
- b) "Software" is "Packaged Copyrighted Software Products" (unless otherwise identified) as used in 9 NCAC 06B.1301(a) and means Computer Software that is used regularly for other than governmental purposes and is sold, licensed, or leased in significant quantities to the general public at established market or catalog prices, that is considered "shrink-wrap" or "clickwrap", that is or may be generally licensed by "shrink-wrap" or "clickwrap" licenses, or Computer Software that does not constitute Custom or Modified Software and is regularly sold, licensed or leased by the Vendor to governmental entities to meet governmental requirements.
- c) "Computer" means a data processing device capable of accepting data, performing prescribed operations on the data, and supplying the results of these operations; for example, a device that operates on discrete data by performing arithmetic and logic processes on the data, or a device that operates on analog data by performing physical processes on the Data.
- d) "Computer Data Base" means a collection of data in a form capable of being processed and operated on a Computer.
- e) "Computer Program" means a series of instructions or statements in a form acceptable to a Computer, processor or controller that is designed to cause the Computer, processor or controller to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort-merge programs and maintenance/diagnostics programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine dependent or machine-independent, and may be general purpose in nature or be designed to satisfy the requirements of a particular user.
- f) "Computer Software" or "Software" means Computer Programs and Data Bases.
- g) "Computer Software Documentation" means technical data and information comprising Computer listings and printouts, in human readable form that:
 - i) Documents the design or details the Computer Software
 - ii) Explains the capabilities of the Software, or
 - iii) Provides operating instructions for using the Software to obtain desired results from a Computer.
- h) "Custom or Modified Software" means Software that may be modified by the State, or by Vendor at the State's request or direction to perform in accordance with specifications.
- i) "Data" means recorded information, regardless of form or method of recording.
- j) "Hardware" includes Computers, printers, attached equipment or peripherals or other equipment utilized for the State's intended purposes as expressed in the solicitation documents.
- k) "Products" includes Software, Hardware, equipment, options, documentation, accessories, supplies, spare parts.
- l) "Services" means the duties and obligations undertaken in connection with the maintenance and support of the Software procured herein. *SEE RIDER A (definition of "Service")
- m) "State" shall mean the State of North Carolina, the Office of Information Technology Services as an Agency, or in its capacity as the Award Authority.
- n) "Support" includes any applicable Hardware maintenance and repair (outside any required by any applicable warranty), and Software updates, maintenance and support services, consulting, training and other support or maintenance services provided by or through Vendor for Software hereunder.
- o) "Use", in the context of Computer Software execution and operation in Section 1 hereinbelow, means storing, loading, installing, executing or displaying Software on a Computer, processor or controller, or making a copy of Software for archival or backup purposes only.

1) SOFTWARE LICENSE

a) Vendor grants the State a personal non-transferable and non-exclusive right to use, in object code form only, all Software and related documentation furnished to the Agency under this Agreement. This license grant shall be limited to use with the Hardware (if any) or Products (if any) for which the Software was obtained, or on a temporary basis, on back-up equipment when the original Hardware or Product is inoperable. Use of Software on multiple processors is prohibited unless otherwise agreed in writing. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the Vendor's standard agreement.

b) Software provided pursuant to this Solicitation may, in some circumstances, be accompanied by a clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the installation process for the Software. The sole purpose of any clickwrap agreement shall be to operate as the mechanism for the installation of the Software. All terms and conditions of any clickwrap agreement provided with any Software solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Software.

c) The State agrees to use its best efforts to see that its employees and users of all Software licensed hereunder comply with the terms and conditions set forth in this Agreement, and any Exhibits or Amendments hereto. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Software; or portion thereof.

d) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, and consistent with the security, records retainage or other policy of the Agency for archival or emergency purposes, or to replace a worn copy; but not for use in preparing derivative works unless expressly allowed by the Agreement or subsequent Statements of Work. Any copy of the Software or documentation must contain the same copyright notice and proprietary markings that are on the original Software.

e) Use of Software on any Products other than that for which it was obtained, removal of Software from the United States or any other material breach shall automatically terminate this license.

f) The State's license includes the right to upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's licensees without a separate maintenance or support agreement. Vendor's right to a new license for new version releases of the Software shall not be abridged by the foregoing.

g) Software bundled with any other Product may be used only with the Product and with the configuration in which the Product is sold by Vendor or subsequently upgraded by Vendor.

h) The State's license neither transfers, vests nor infers any title or other ownership right in any intellectual property right of Vendor, or any third party. The State's license neither transfers, vests nor infers any title or other ownership right in any source code associated with the Software unless otherwise agreed by the parties, and will not be construed as a sale of any ownership rights in the Software, unless Custom or Modified Software is being developed as a Work For Hire in response to the State's solicitation documents.

i) The State may use the Software with the Computer for which or with which it was acquired, including use at any government installation to which the Computer may be transferred by the State. The State may use the Software with the backup Computer if the Computer for which or with which it was acquired is inoperative.

2) USE OF SOFTWARE AND INFORMATION

- a) The State agrees that any Software or technical and business information owned by Vendor ("Information") or its suppliers or licensors and furnished to the State under this Agreement shall be and remain the property of the Vendor, or other party, respectively.
- b) All Software and information furnished to the State under this Agreement
 - i) Shall be used by the State only to install, operate or maintain the Product for which they were originally furnished;
 - ii) Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this agreement; and
 - iii) Shall, together with any copies except copies for the Agency's and State's archival purposes containing the State's business records, be returned or destroyed when no longer needed or permitted for use with the Product for which they were initially furnished; and
- c) All Software and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the North Carolina Public Records Act: NCGS § 132-1, et. seq.
- d) Transfer of Software or program license:
 - i) Software may be transferred within the United States to any location for the State's normal operations upon written notice to the Vendor without additional cost(s). Transfers for temporary uses arising as a result of a disaster or disaster recovery test may be effected without notice to the Vendor; provided, however, that the State will employ its best efforts to advise the Vendor of any disaster related transfer requiring more than 10 business days. All other transfers may be permitted only with Vendor's prior written consent, and such consent shall not be unreasonably withheld. Transfers requiring Vendor's consent may be subject to an additional license fee.
 - ii) The rights granted herein are restricted for use solely by the State. The State may not authorize or allow the use or marketing of the Software/Products by or to a third party, and may not assign or transfer the Software or Products to a third party without the prior written consent of Vendor. Any assignee or transferee must execute a separate agreement with Vendor. Any such assignment or transfer shall terminate the obligations of the State under this Agreement
- e) Custom or Modified Software, if solicited by the State, is being developed or modified exclusively for the State, and such Custom or Modified Software, all related data, all copyrights in the Custom or Modified Software and derivative works belong exclusively to the State and shall be transferred to the State upon creation.

3) WARRANTY

- a) Minimum warranties for Products shall include:
 - i) On the delivery date the Products and the associated Computer operating system Software will be in good working order (operating in conformance with Vendor's standard specifications and functions). Unless otherwise specified in the solicitation, the warranty for other suppliers' Software is included in the suppliers' Software package and is provided directly from the supplier.
 - ii) The warranty shall be as provided or specified in the state's solicitation documents and shall begin on the day of successful installation. If no warranty period is specified, the warranty period shall be Vendor's standard warranty period for the Products, commencing the day of successful installation.
 - iii) The state shall notify Vendor if any Product is not in good working order during the warranty period. Vendor shall, at its option, either repair or replace any Product reported as not in good working order during the warranty period without charge to the State. The repair or replacement Products must be new or equivalent to new in performance and fully warranted the same as new. All returned Products will become property of Vendor at the time the Product is either placed in shipment to Vendor, or picked up by Vendor.
 - iv) The service provided during the warranty period is dependent upon the acceptable warranty option selected by the State and indicated in the State's solicitation document. If no warranty option is indicated, Vendor will provide their standard warranty service for the Product, unless otherwise agreed by the parties.
 - v) If the State requires warranty service other than under this Agreement, it shall be agreed to in writing by the parties at rates and terms set forth in such writing.
- b) Software warranties shall include the following:
 - i) Vendor warrants the media (comprising diskettes, tapes or other media) to be free of defects in materials or workmanship under normal use for **ninety (90) days** from the date of acceptance unless otherwise agreed. Vendor shall replace any media reported as not in good working order during the warranty period without charge to the State. If Vendor is unable to replace the Software, Vendor shall refund the full amount of the Software purchase paid by the State.
 - ii) In addition to the warranty exclusions stated in Section 4, Vendor does not warrant that the operation of the Software will be uninterrupted or error free, or that the Software functions will meet the State's requirements unless developed as Customized or Modified Software. The State assumes the risk of any damage or loss from its misuse or inability to use the Software.
 - iii) For any Customized or Modified Software provided pursuant to this Agreement, Vendor warrants that for a period of one (1) year after the State accepts said Software, it will operate and perform in accordance with the functions and specifications set forth in the solicitation and error free as the solution for the Agency. This express warranty applies only if the State specifically identifies the Hardware environment in which the Customized or Modified Software will be installed or operated, or if it is used in connection with Hardware acquired under this Agreement.

c) Unless otherwise required by the State: Vendor warrants that its support and customer service and assistance will be performed in accordance with generally accepted industry standards. This warranty shall be valid for ninety (90) days from the date support is provided or performance of the service. For a period of ninety (90) days after delivery or ninety (90) days after successful installation, Vendor or its suppliers shall provide telephone assistance to the State during the State's normal business hours.

d) Vendor warrants to the best of its knowledge that:

- i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
- ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
- iv) The Software does not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the State's ability to use the Software for the term of this Agreement.

*See Rider A

4) **WARRANTY EXCLUSIONS**

a) Except as stated in Section 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, and specifically disclaim warranties of merchantability or fitness for a particular purpose as provided by N.C.G.S. §§25-2-316, 25-2-313 and 25-2-315; and as may be amended.

b) The warranties provided in Section 4 do not cover repair for damages, malfunctions or service failures caused by:

- i) Actions of non-Vendor personnel;
- ii) Failure to follow Vendor's installation, operation or maintenance instructions and/or services provided to the State;
- iii) Attachment to the Products of non-Vendor products or failure of Products not maintained by Vendor unless such installation or use is approved in writing by the Vendor; or
- iv) Force Majeure conditions set forth hereinbelow.

5) **INDEMNITY**

a) Vendor shall indemnify and hold harmless the State/Agency from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney's fees, that are caused by or arise from, the negligent or wrongful acts or omissions of the Vendor under this Agreement and that cause death or injury or damage to property or that arise out of a failure to comply with any State or federal statute, law, regulation or act.

b) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Software or Products supplied by the Vendor, their use or operation infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

- i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
- ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

*SEE RIDER A

6) **EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY**

a) For purposes of the exclusive remedies and limitations of liability set forth in this Section, Vendor shall be deemed to include the Vendor and its employees, agents, representatives, subcontractors, and suppliers and damages shall be deemed to refer collectively to all injuries, damages, losses, liabilities, expenses or costs incurred.

b) Vendor's entire liability and the State's exclusive remedies against Vendor for any damages caused by any Product defect or failure or arising from the performance or non-performance of any work, regardless of the form of action, whether in contract, tort, including negligence, strict liability, or otherwise, shall be: *SEE RIDER A

- i) For infringement, the remedies set forth in Section 5(b) above;
- ii) For warranty claims based upon failure of purchased or leased Products or Software, the remedies stated in Section 3 herein. If Vendor is unable, despite reasonable efforts, to repair or replace the Product(s), the State shall have the right during the warranty period to return the Products for a refund of the purchase price; and
- iii) For delays in the delivery or successful Product or Software installation, whichever is applicable, Vendor shall have no liability unless the delivery or successful installation date is delayed by more than thirty (30) days by causes not attributable either to the State or to Force Majeure conditions, in which case the State shall have the right, as its remedies:
 - (1) To recover direct costs including replacement Products, if any, attributable to Vendor's delay; but specifically excluding incidental or consequential damages, and
 - (2) To cancel the order without incurring cancellation charges; and

iv) For proven damages to real or tangible personal property, excluding the State's other Software, data and data files, or for bodily injury or death to any person negligently caused by Vendor, and

v) For claims other than set forth in Section 6.b (i-iv), Vendor's liability shall be limited to direct damages, and such sums shall not exceed two (2) times the Agreement value.

c) Should any Product or Software supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either to procure for the State the right to continue using the Product or software, or to replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to take back any affected Products or Software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Products. If, in the sole opinion of the State, the return of such Products or Software makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid.

d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's alteration of any Vendor-branded product or Product or Software, or from the continued use of the good(s) or Services and Products after receiving notice they infringe on a trade secret of a third party.

e) Except to the extent provided in subsection 6 b) above, and with the further exceptions of intellectual property rights infringement actions, the state's constitutional rights as a sovereign, and penalties imposed upon the state by any federal entity or expenditures of public funds required or resulting from an operational failure of the Products or Software provided hereunder, but notwithstanding any other term to the contrary contained in the Agreement, neither party shall, under any circumstances, be liable to the other party or its affiliates for:

i) any claim based upon any third party claim,

ii) any consequential, incidental or indirect damages of any nature whatsoever, including, without limitation, lost profits, lost savings or other consequential damages, whether resulting from delays, loss of data, interruption of service or otherwise, even if a party or its affiliates have been advised of the possibility of such damages, or

iii) any punitive or exemplary damages of any nature whatsoever.

7) SUPPORT AND MAINTENANCE

a) Except as specifically provided herein or in an approved attachment hereto, and unless otherwise consistently provided by Vendor's standard agreement for support, and except for the provisions in the Vendor License Agreements paragraph above, an order for support will constitute the State's acceptance of the terms of the standard agreement for Support in effect on the date of the order, subject to the order of precedence set forth in the Solicitation.

b) To be eligible for support, Software must be in good operating condition and at then current specified revision levels, having all current enhancements, modifications, updates, or upgrades supplied by Vendor. Vendor may charge its standard rates in effect on the date support service is provided in addition to any other charges if the Software does not conform to the specified revision levels.

c) Except as otherwise agreed in writing, and subject to the other terms and conditions of this solicitation, the Services shall include, at a minimum, during the term(s) of this Agreement, the following Maintenance/Support Services for at least the current version and one previous version of any Software identified in this solicitation:

(1) Basic Services. The Vendor will provide at least normal and usual software support and maintenance services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in this Contract.

(2) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Software. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.

(3) Notification of Errors. Vendor shall notify the State of any material errors or defects in the Software known, or made known to Vendor from any source during the term of this Agreement that could cause the production of inaccurate, or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially reasonable or proper to effect corrections of any such errors or defects.

(4) Implementation of Updates. Vendor shall provide to the State, at no additional charge, implementation or application of all new releases and bug fixes (collectively referred to as "Changes") for any Software developed or published by the Licensor and made generally available to its other customers.

(5) Telephone Assistance. Vendor shall provide the State with telephone and Internet access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Software maintenance service within four hours, for calls made at any time.

(6) Custom Software. In the event Vendor provides Custom programming at the request of the State, such programming will not become a part of the Licensor's licensed code unless the Licensor's License as agreed with the State so provides. Such custom programming will become the property of the State, with a perpetual and unlimited license of the custom programming back to the Vendor for its use.

(7) Security. The provision of onsite support or maintenance is subject to the standard security procedures of the facility or agency within which the onsite Services are to be provided.

(8) Online Services. If the Services involve one or more online elements (Online Services), the Vendor agrees:

- (i) To maintain the confidentiality of any State Data which is or may be stored in the Vendor's online storage devices.
- (ii) To prevent any malware or other harmful code from being transmitted to the State.
- (iii) To provide the Online Services in a consistently available and commercially reasonable manner.

(9) Staff. Vendor shall maintain a trained support staff which shall professionally render the Services provided for in this contract.

(10) Training. If this solicitation so provides, the agency(ies) covered by this solicitation may enroll its users in any relevant training classes which may be offered by the Vendor at the fees which are mutually agreed upon by the State and Vendor.

9) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

a) Intellectual Property. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

d) Warranty as to any Equipment; Hardware. Vendor warrants that the equipment and hardware that it provides pursuant to this Contract, if any, shall be free from defects in materials, in good working order and be maintained in good working order.

e) Relocation of Products is the State's responsibility and may result in additional support charges and modified service response times. Products moved to another State facility or Agency may continue to be serviced subject to availability of a Vendor authorized support provider.

f) Vendor is not required to provide support for non-qualified Products, nor Products not supplied under this Agreement. "Non-Qualified Products" are Hardware and Software not supplied or approved by Vendor, and Products for which the State does not allow Vendor to incorporate modifications. The State is responsible for removing non-qualified Products to allow Vendor to perform Support services.

g) Support does not cover any damage or failure cause by:

- i.) Media and supplies or use of items not designed or designated for use with Products; or
- ii.) Site conditions that do not conform to Vendor's previously established site specifications; or
- iii.) Neglect, improper use, fire or water damage, electrical disturbance, transportation by the State, work or modification by persons other than Vendor personnel, or other authorized parties.

h) Vendor may, at no additional charge, modify Products to improve operation and reliability or to meet legal requirements.
*SEE RIDER A

10) **PROGRAM RETIREMENT:** Unless otherwise provided in the Vendor's standard agreement, Vendor retains the right to retire a version of the Program and stop providing Maintenance, Updates or Services, upon providing one-hundred and eighty (180) days written notice to the State of its intent to do so. The decision to stop maintaining a version of the Program is the sole business discretion of Vendor and shall not be deemed a

breach of contract. If Vendor retires the version of the Program provided to the State and if the State has paid all applicable annual Maintenance Fees subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, a newer version of the Program that supports substantially the same functionality as the licensed version of the Program. Newer versions of the Program containing substantially increased functionality will be made available to the State for an additional fee.

11) **STATE DATA:** The State is responsible for the security of its proprietary or confidential information, for its data, and for maintaining a procedure and process to reconstruct lost or altered files, data or programs.

12) **TRANSPORTATION:** Transportation charges for software shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

13) **TRAVEL EXPENSES:** All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this Contract, reimbursement will be at the out-of-state rates set forth in GS §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing services under this Contract.

14) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements. Violations of this provision may result in debarment of the vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.

15) **AVAILABILITY OF FUNDS:** Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Products and software not yet delivered under this Agreement, terminate any services supplied to the Agency under this Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Products and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

16) **PAYMENT TERMS:** The total License Fee and the Support Service or Maintenance Fee (provided the State subscribes or purchases such services) for the first year shall be invoiced upon delivery of the Software. The Support Service or Maintenance Fee for subsequent contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year. Payment terms for software are Net 30 days after receipt of correct invoice or acceptance of software, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card.

17) **ACCEPTANCE CRITERIA:** Acceptance testing is required for all Vendor supplied software unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of software or services may be controlled by amendment hereto, or additional terms as agreed by the parties. In the event acceptance of software or services is not described in additional contract documents, the State shall have the obligation to notify Vendor, in writing and within **ten (10) days** following installation of any software deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of software.

18) **CONFIDENTIALITY:** In accordance with 9 NCAC 6B.0207 and 6B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Under no circumstances shall price information be designated as confidential. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Vendor warrants that it has formed good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. In any event, the State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9.

a) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.

b) All project materials, including software, data, and documentation created during the performance or provision of services hereunder is the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary vendor materials shall be identified to the State by vendor prior to use or provision of services hereunder and shall remain the property of the vendor. Derivative works of any vendor proprietary materials prepared or created during the performance or provision of services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

19) **ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

20) **ASSIGNMENT:** Vendor may not assign this Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

21) **NOTICES:** Any notices required under this Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier, facsimile or by hand.

22) **TITLES AND HEADINGS:** Titles and Headings in this Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

23) **AMENDMENT:** This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.

24) **TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

25) **GOVERNING LAWS, JURISDICTION, AND VENUE**

a) This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

b) Except to the extent the provisions of the Agreement are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Agreement. To the extent the Agreement entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

26) **DEFAULT:** In the event any Deliverable furnished by the Vendor fails to conform to any material requirement of the specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Vendor fails to meet the State's acceptance requirements, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 5) and the obligation to informally resolve disputes as provided in Paragraph 30) of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1207 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.

b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

c) Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 23) herein.

27) **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28) **COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

29) **TERMINATION:** Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 26), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 5). The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

30) **DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

31) **SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

32) **FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

33) **ELECTRONIC PROCUREMENT:** (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

a) The successful vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in

writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

34) **INSURANCE COVERAGE:** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a) Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1 million, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and

b) Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and

c) Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$1 million per occurrence and \$3 million in the aggregate for bodily injury and property damage; with identical coverage limits for uninsured/under insured motorist; and \$10,000.00 medical payment; and

d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

35) **ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

SECTION 14: EAST CAROLINA UNIVERSITY INFORMATION TECHNOLOGY MEMORANDUM OF UNDERSTANDING

Agency Specific Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (the "**Agreement**") is made this 4th day of June, 2015 by and between East Carolina University, a constituent institution of the University of North Carolina and an agency of the State of North Carolina, herein called "Agency", and Social Sentinel, Inc. herein called "Vendor", and herein collectively called "Parties".

WHEREAS, the Agency has developed compliance standards and procedures (the "Standards") regarding Vendor's safekeeping of Agency's data; and,

WHEREAS, the Agency has included by reference, as if fully set out herein, the State of North Carolina's terms and conditions for the performance of current and future information technology, to include, but not be limited to, equipment, software and services; and,

WHEREAS, the Vendor agrees to be bound by the Standards; and,

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, the parties hereto do mutually agree as follows:

1. On or about June 4, 2015 the Agency and Vendor entered into a contract for the Vendor to provide services to the Agency (the "Services Contract"). Pursuant to the Services Contract the Vendor is to provide the following services:

- a. Vendor provides its Social Sentinel software service and related documentation to Agency to monitor, aggregate and assess publicly available social media streams originating from a specific geographic location or including specific keywords, hashtags or other data fields for potential threats to security, public safety, harm, self-harm or acts of violence.
- b. (collectively, the "Services").

2. Service Entry and Support Plan:

Agency requires the development of a service entry and support plan (the "Plan") between Vendor and Agency. The Plan shall be in place for new services and for the renewal of existing services. The Plan shall document:

- a. The process for the successful implementation of new and existing application, software or service into the Agency's existing environment;
- b. The method of integration of Vendor software and applications into the Agency's existing identity and access management system;
- c. The details of account management including the Agency's ability to provide Vendor the capability to create, modify, suspend, eliminate, assign alias for, internally delegate the administration of individual and group accounts created as part of Vendor's provision of services; and,
- d. The details of support for services, including hours of support, contact information, elevation of issues and the support of all types of Agency devices and systems.

Agency and Vendor shall enter into this Agreement and the Plan not later than five (5) days after the execution of the Services Contract. Failure of Vendor to enter into the Plan shall be a material breach of this Agreement and Agency may terminate both Agreements with two (2) days' notice to Vendor.

3. Rights and License in and to the Agency and End User Data:

The parties agree that as between them, all rights including all intellectual property rights in and to the Agency and End User data shall remain the exclusive property of the Agency, and Vendor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

4. Data Privacy:

a. Vendor will use the Agency Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for the Agency's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of the Agency or as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such data for Vendor's own benefit and, in particular, will not engage in data mining of the Agency or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the Agency.

End User is defined as employees, affiliates, agents, independent contractors, or consultants of the Agency who are authorized or permitted by Agency to access and use the Services. Agency will provide a list of End Users to the Vendor.

Agency Data is defined as credentials issued to Agency by Vendor and all records relating to Agency's use of Services and administration of End User Accounts, including any personally identifiable information of Agency personnel that does not otherwise constitute personally identifiable information of an End User.

End User Data is defined as End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any personally identifiable information of any End User or third party contained therein or in any logs or other records of Vendor reflecting End User's use of Vendor Services. (Depending on nature of services and data at issue). All Agency and End User Data shall be stored on servers, located solely within the Continental United States. The location where the data is to be stored is rack space, with back up on Vendor's server.

b. Vendor will provide access to the Agency and End User Data only to those Vendor employees and subcontractors who need to access the data to fulfill Vendor's obligations under this Agreement. VENDOR shall insure that employees and subcontractors that work pursuant to this Agreement have read, understood and received appropriate instructions as to how to comply with the data protection provisions of this Agreement. VENDOR hereby certifies that none of the VENDOR'S employees and subcontractors that have access to the data shall have never been convicted of a felony, or any crime involving moral turpitude, including, but not limited to, fraud, misappropriation or deception. VENDOR further certifies that all of VENDOR'S employees and subcontractors will provide services in professional manner. "Professional Manner" means that the employees or subcontractors performing the services possess the skill and competence consistent with the prevailing commercial best practices in the information technology industry.

5. Data Integrity:

Vendor will take commercially reasonable measures, including regular data integrity audits, to protect the Agency and End User Data against deterioration or degradation of data quality and authenticity.

6. Data Security and Vendor:

i. All facilities used to store and process the Agency Data and End User Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use (together "Data Compromise"). Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limited the foregoing, Vendor warrants

that all the Agency Data and End User Data shall be encrypted in transmission (including via web interface) and storage at no less than 128-bit level encryption (or cite NIST, ISO, or FIPS standards).

- ii. **If applicable**, the Vendor shall comply with all other technical specifications of the Agency provided Exhibit A if attached hereto, which is incorporated herein by reference.
- iii. Vendor will use commercial best practices and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services as specified under this Agreement.
- iv. Vendor will at its expense conduct or have conducted at least annually:
 - A SAS 70 or SSAE 16 audit of Vendor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II;
 - A vulnerability scan, performed by a scanner approved by the Agency, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and
 - A formal penetration test, performed by a process and qualified personnel approved by the Agency, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement.
- v. Vendor will provide the Agency upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The Agency, at its expense, may require Vendor to perform additional audits and tests, the results of which will be provided promptly to the Agency.

7. Data Compromise Response:

- i. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of the Agency Data or End User Data, Vendor will notify the Agency, fully investigate the incident, and cooperate fully with the Agency's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from the Agency.
- ii. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the Agency under law or equity, Vendor shall reimburse the Agency in full for all costs incurred by the Agency in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or Agreement; the offering of (12) twelve months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise, unless the Data Compromise was not due to negligence or misconduct on the part of the Vendor, in which case Vendor and the Agency shall share the above costs equally.

8. Data Retention and Disposal:

*SEE RIDER A

- i. Vendor will use commercially reasonable efforts to retain data in an End User's account, including attachments, until the End User deletes them or for an alternative time period mutually agreed by the parties.
- ii. Using appropriate and reliable storage media, Vendor will regularly back up the Agency and End User Data and retain such backup copies for a minimum of 12 months. At the end of that time period and at the Agency's election, Vendor shall either securely destroy or transmit to the Agency repository the backup copies. Upon the Agency's request, Vendor shall supply the Agency a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.
- iii. Vendor will retain logs associated with End User activity for a minimum of _____, unless the parties mutually agree to a different period.
- iv. Vendor will immediately place a "hold" on the destruction under Agency's record retention policies for such records that include but not limited to the Agency Data and End User Data, in response to an oral or written request from the Agency indicating that those records may be relevant to litigation that the Agency reasonably anticipates. Oral requests by the Agency for a hold on record destruction will be reduced to writing and supplied to Vendor for its records as soon as reasonably practical under the circumstances. The Agency will promptly coordinate with Vendor regarding the preservation and

disposition of these records. Vendor shall continue to preserve the records until further notice by the Agency.

9. Service Levels: Interruptions in Service; Suspension and Termination of Service; Changes to Service:

- i. Vendor warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. Vendor further warrants that it will use its best efforts to maintain the Services operational at least 99.99% of the time in any given month during the term of its contractual obligation to the Agency, meaning that the outage or downtime percentage will be not more than .01% or unless expressly stated otherwise. In the event of a Service outage, Vendor will (a) promptly and at Vendor's expense use commercial best practices to restore the Services as soon as possible, and (b) unless the outage was caused by a Force majeure event, refund or credit The Agency, at the Agency's election, the pro-rated amount of fees corresponding to the time Services were unavailable.
- ii. From time to time it may be necessary or desirable for either the Agency or Vendor to propose changes in the service level provided. Such changes shall be made pursuant to an addendum. Automatic upgrades to any software used by Vendor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Vendor on a schedule no less favorable than provided by Vendor to any other the Agency receiving comparable levels of Services.
- iii. Vendor shall provide the Agency with 14 days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Vendor will schedule downtime during times of ordinarily low use by the Agency. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law, Vendor will promptly notify the Agency and cooperate with the Agency's reasonable requests for information regarding the downtime (including causes, effect on Services, and estimated duration).
- iv. The Agency may suspend or terminate (or direct Vendor to suspend or terminate) an End User's access to Services in accordance with the Agency's policies. The Agency will assume sole responsibility for any claims made by End User regarding the Agency's suspension/termination or directive to suspend/terminate such service.

10. If applicable to the performance and duties by the Vendor, Agency has determined that Vendor is a school official with a legitimate educational interest under the Family Educational Reporting and Privacy Act "FERPA" and Vendor agrees, that under the direct control of the Agency with respect to the use and maintenance of education records it may receive on behalf of the Agency, to hold confidential (in accordance with state, federal laws and specifically as provided for under FERPA) all information (including any and all electronic files) it receives, and acknowledges that it is subject to and will comply with the re-disclosure requirements of 34 CFR 99.33(a) as it governs the use of education records provided by Agency for performance of services (the "Confidential Information"). Vendor agrees it will re-disclose personally identifiable information from an education record to another party only where necessary to perform such duties and responsibilities on behalf of the Agency and only on the condition that the party to whom the information is re-disclosed will not disclose the information to any other party without the prior written consent of the individual whose information is being disclosed. Vendor agrees that it will instruct those to whom personally identifiable information from an educational record is re-disclosed that they may use the information only for the purpose the re-disclosure was made. In addition, as it relates to the provision of services, Vendor acknowledges having received and adopts the written policies of the Agency regarding compliance with FERPA. Vendor agrees to adhere to security industry best practices to safeguard and protect any data, documents, files, and other materials received from the Agency during performance of any contractual obligation from disclosure, loss, destruction or erasure. When Confidential Information is shipped, the delivery shall be verified. All Confidential Information shall be encrypted when stored on portable devices or transmitted across wireless or public networks, including transmissions such as file transfer portable devices or transmitted across wireless or public networks, including transmissions such as file transfer protocol (FTP) and electronic mail. Encryption algorithms for the transmission of Confidential Information must meet industry security standards. Upon the written request of the Agency or, in any event, upon termination of the business relationship between the parties, recipient shall surrender to the Agency, return to the Agency or destroy all materials in the possession, or under the reasonable control, of recipient that contain Confidential Information,

including any reports, analyses, memoranda and other materials that were prepared by recipient, or its advisors, and that include or were based on the Confidential Information. Upon the return or destruction of such materials, recipient agrees to certify, in writing, that all of the foregoing materials have been surrendered to the other party or destroyed in accordance under this Agreement.

11. Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the Agency or the State of North Carolina, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS § 132-1 *et seq.* The Agency may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the Agency for Vendor's execution. The Agency may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Information Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Agency pursuant to future statutory or regulatory requirements.

12. Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors (collectively, "Vendor's Representatives"), shall hold Confidential Information in the strictest confidence and shall not disclose the same to any third party without the express written approval of the Agency. Vendor agrees to make no use of any Confidential Information except such use as is required in the evaluation of the potential and/or ongoing business transactions between the parties. Vendor limits access to any Confidential Information to those Vendor Representatives who (i) have a need-to-know such Confidential Information for the purpose of evaluating and conducting the business transaction (Potential or otherwise) between the parties, (ii) have been advised of the confidential and proprietary nature of the Confidential Information and during the performance of any contractual obligation; and (iii) have agreed to be bound by the provisions hereof; and be responsible for any breach under this Agreement by Vendor's Representatives.

13. Access To Persons And Records Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions of the Agency. The Agency shall have the right to review Vendor's audit reports and audit work papers so that the Agency can formally ensure that controls are adequate. The Agency shall also have the right to review audit and consulting reports related to the appropriate and relevant controls. The Agency will use at least the same standard of care and security to maintain the confidentiality of the reports and work papers that it uses to maintain the confidentiality of its own reports and work papers. In no event may the standard of care and security be below that customary and reasonable under the circumstances. The Agency shall protect the confidentiality of audit reports and work papers to the maximum extent permitted by the law.

14. The Agency owns the rights to all data/records produced by the Vendor on behalf of the Agency. All records created or produced in part or in whole are to be maintained for the duration the Agreement, made available upon request, and removed upon written request and upon termination of the Agreement are to be turned over to the Agency. The Agency reserves the right to manage the data retention schedule of all data described herein, in accordance with the Agency's General Records Retention and Disposition Schedule (<http://www.ecu.edu/cs-lib/archives/gslintro.cfm>) and Vendor agrees to abide by written requests to remove Agency's data within 30 days of such request. Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

15. Vendor must maintain security to protect the Agency's data and any changes in security that makes the Agency's content, service and sensitive information vulnerable. If Vendor experiences a security breach concerning any information covered by this Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Vendor will

(a) fully comply with Vendor's obligations under the NC Identity Theft Protection Act, (b) immediately notify the Agency with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with the Agency in carrying out the Agency's obligations under said Identity Theft Protection Act.

16. Vendor shall indemnify the State of North Carolina and Agency for any breach of confidentiality or failure of its responsibility to protect personally identifiable information. Specifically, this cost may include, but are not limited to, the cost of notification of affected persons as a result of Vendor's unauthorized release of Agency data provided to Vendor pursuant to this Agreement.

17. The Vendor shall be considered to be an independent contractor, and as such shall be wholly responsible for compliance with this Agreement and for the supervision of its employees. Nothing herein is intended or shall be construed to establish any agency, partnership or joint venture. No officer, director, employee, affiliate, agent or subcontractor retained by Vendor to perform work on the Agency's behalf shall be deemed to be an employee or agent of the Agency or the State of North Carolina. Neither Party shall have any right, power or authority, express or implied, to bind the other.

18. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without reference to choice of law principles. The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

19. The Vendor shall hold and save the State, and Agency, its Trustees, officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies to the Agency, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured, death, or damaged by the Vendor in connection to this Agreement. The Vendor represents and warrants that it shall make no claim of any kind or nature against any agents of the State of North Carolina and Agency.

20. The parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, the dispute may be brought only in courts of competent jurisdiction in the Agency's State. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

21. This Agreement and the rights and obligations hereunder may not be assigned by either party without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

22. The Vendor shall not use the Agency as part of any news release or commercial advertising unless written consent by the Agency's Department of Materials Management Representative.

23. By entering into this Agreement, the parties specifically agree to comply with all applicable laws, rules, and regulations, including but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)); and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and related safe harbor regulations. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on sixty (60) days written notice to the other party.

24. Vendor hereby represents and warrants the following:

- a. that Vendor has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred," as applicable);
- b. that Vendor agrees to immediately notify the Agency's Director of Compliance at Brody School of Medicine in the event that Vendor (a) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (b) becomes Debarred. Upon receipt of such notice from Vendor, this Agreement shall automatically terminate without further action or notice;
- iii. that Vendor has not been Debarred, excluded, suspended or otherwise determined to be ineligible to serve as a Vendor in the State of North Carolina; and,
- iv. that Vendor agrees to immediately notify Agency's Director of Materials Management in the event that Vendor (a) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (b) becomes Debarred. Upon receipt of such notice from Vendor, this Agreement shall automatically terminate without further action or notice.

25. To the extent it is required by 42 U.S.C. 1396a(a)(68), as it relates to the provision of services provided by the Vendor to the Agency, the Vendor adopts and acknowledges having received written policies of the Agency regarding compliance with the federal False Claims Act, 31 U.S.C. 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding the Agency's policies and procedures for detecting and preventing fraud, waste, and abuse.

26. The Agency's policies and procedures regarding articles herein can be found at:

- Resource Link: <http://www.ecu.edu/cs-dhs/bsomcompliance/resources.cfm>
- BSOM Policies: <http://www.ecu.edu/cs-dhs/bsomcompliance/policies.cfm>
- IT Policies: <http://www.ecu.edu/cs-itcs/policies/>

27. If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

28. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive unless superseded by applicable Federal or State statutes of limitation.

29. Neither party will be liable to the other for any failure nor delay in performance of any obligation between parties as related herein to the extent said failures or delays are proximately caused by forces beyond that party's reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so.

30. **LIABILITY INSURANCE.** During the term of this Agreement Vendor shall, at its sole cost and expense, purchase and maintain the following policies:

- a. general liability insurance with combined single limits coverage for bodily injury and property damage of not less than One Million (\$1,000,000.00) Dollars per occurrence, Two Million (\$2,000,000.00) Dollars aggregate; and,
- b. workers' compensation insurance, where required by North Carolina law; and,
- c. such insurance as required by city, county, state or federal laws, codes or regulations.

All insurance required by this section shall be issued in the name of Vendor with UNIVERSITY and the State of North Carolina named as additional insureds or loss payees, using ISO Form 2026, or equivalent. Vendor shall provide each policy or certificate of insurance on Accord Form 27, or equivalent, together with evidence of payment of premiums to UNIVERSITY prior to the commencement of this Agreement, and upon renewal of the policy, not less than 30 days before the expiration of the policy. Additionally, each policy shall have an

endorsement that the policy shall not be canceled or materially changed without at least 30 days prior written notice to UNIVERSITY and an endorsement to the fact that no act or commission of VENDOR shall invalidate the interest of UNIVERSITY.

31. This Agreement will begin on the date of execution and will continue until terminated and may be amended from time to time upon the mutual consent of the parties.

IN WITNESS WHEREOF, Each signatory represents and warrants that he/she has all necessary authority to bind his/her organization to the terms and conditions herein. Agency and Vendor have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

EAST CAROLINA UNIVERSITY

BY: 

Name: Jeremy A. Myer

Title: Provost

Date: 6/26/15

VENDOR

BY: 
Seoul Sentinel, Inc

Name: Dr. Gary J. Margolis

Title: President + CEO

Date: 5/29/15

RIDER B

With this document, the Parties agree to revise RIDER A, which is a list of deviations provided pursuant to Section 12(8) of East Carolina Bid Number 56-1415-192-RFQ, Social Sentinel, Inc.

Agency agrees to the terms provided in the Social Sentinel Service Agreement Order form Schedule I thereto, and "Rider A", all of which are referred to collectively as the "SS Order Form and Attachments", only with and subject to material deletions as marked in the attached document which with revisions (deletions) as marked is incorporated herein by reference, subject to the terms provided in this Rider B.

1. *Replace* Section 13(5)(c) of the SS Order Forms and Attachments requested by Vendor, with the following subsection:

13 (5) (c) Agency will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of Agency, its officers, or employees.

2. *Instead* of Section 13(6)(ii) requested by Vendor, add the following to the beginning of Section 13 (6) (ii) of the SS Order Form and Attachments:

To the extent allowed by applicable law and subject to the approval of the Attorney General of North Carolina, Vendor's total, cumulative liability under the Agreement, excluding liability based on gross negligence and intentional misconduct, will not exceed amounts paid by Agency to Vendor in the last twenty-four (24) months by Agency under this Agreement.

3. ADD AS A NEW SECTION AT THE END OF "RIDER A" OF THE SS ORDER FORMS AND ATTACHMENTS WITH AN APPROPRIATE SECTION NUMBER:

Notwithstanding anything to the contrary in this Rider A and any other part of the SS Order Form and Attachments, the Vendor and Agency understand and agree that:

(i) The protection and disclosure of information is governed by the requirements of the North Carolina Public Records Act and the North Carolina Trade Secrets Act, and the parties will comply with those requirements to protect their confidential

Rider B Page 1 of 10

information.

(ii) This Agreement and related agreements are subject to the availability, appropriation, or grant of State, Federal, or other funds to pay amounts due or to perform under this Agreement.

(iii) Nothing shall act to limit the statutory rights, responsibilities, or obligations of the Governor or the Attorney General of the State of North Carolina. .

(iv) Nothing shall act to limit the contractual and tort obligations or liabilities of the person or entity required when contracting with a State of North Carolina entity, or be construed as a waiver of any statutory, contractual, or tort defense, remedy, or limitation on liability, including a defense of sovereign immunity, to which Agency would otherwise be entitled.

EAST CAROLINA UNIVERSITY

VENDOR-SOCIAL SENTINEL, INC.

BY: 

BY: 

Name: Jeffrey A. Myer

Name: Gary J. Margolis

Title: Purchasing Specialist

Title: President & CEO

Date: 6/25/15

Date: Jun 24, 2015

**SOCIAL SENTINEL® SERVICES AGREEMENT
ORDER FORM**

Order Form Number:		Order Form Expiration:	
Sales Contact:		Sales Contact Phone #:	

Customer Information	
Customer ("You" and "Your"):	East Carolina University

Customer Billing Contact		Customer Support Contact (Identify at least one)	
Contact Name:		Contact Name:	Jeffrey Meyer
Address:		Address:	200 East First Street, Bldg 141
City, State, ZIP:		City, State, ZIP:	Greenville, NC 27858
Title:		Title:	Dept of Materials Management
Phone:		Email:	Meyerjel4@ecu.edu
Email:		Phone:	252-328-1007

Term			
Annual Period 1	06/15/2015	to	06/14/2016
Annual Period 2	06/15/2016	to	06/14/2017
Annual Period 3	06/15/2017	to	06/14/2018
Annual Period 4	06/15/2018	to	06/14/2019
Annual Period 5	06/15/2019	To	06/14/2020
Service		Initial Fee for Year 1	Annual Recurring Fee
Social Sentinel Service			
Social Sentinel® service		\$14,000	14,000

This Order Form, together with the attached schedule(s) (the "Schedule"), is entered into by and between Social Sentinel, Inc., a Delaware corporation ("SSI," "We," "Us," or "Our") and the customer whose name appears in this Order Form ("You" and "Your") (collectively the "Parties"). The Order Form, the Schedule and any addendums attached thereto shall collectively be referred to as the "Agreement."


~~This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the parties including, without limitation, any prior purchase orders or requests for proposals. By signing below, You acknowledge that You have read and agreed to the terms set forth in this Agreement, including the Schedules attached hereto, and are authorized to execute this Agreement on behalf of Your organization.~~

~~YOU SPECIFICALLY ACKNOWLEDGE THAT, AS DETAILED BELOW, THE SERVICE PROVIDES ACCESS TO ONLY PUBLICLY AVAILABLE SOCIAL MEDIA DATA; YOU WILL NOT ATTEMPT TO USE THE SERVICE OR REPORTS THEREFROM IN ANY WAY THAT MAY RESULT IN YOU OBTAINING SOCIAL MEDIA DATA THAT IS NOT PUBLICLY AVAILABLE; AND YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR RISK AND EXPENSE.~~

SO ACKNOWLEDGED: _____ DATE _____
(Initials)

The Effective Date of this Agreement shall be the last date appearing in the signature blocks below.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as provided herein.

SOCIAL SENTINEL, INC.	Customer: EAST CAROLINA UNIVERSITY
Signature: 	Signature:
Print Name: Dr. Gary J. Margolis	Print Name:
Title: President & CEO	Title:
Date: Jun 24, 2015	Date:

SCHEDULE I

SOCIAL SENTINEL® SERVICES AGREEMENT

TERMS AND CONDITIONS

I. DEFINITIONS

"Confidential Information" means all confidential information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually or in writing. Confidential Information will not include data or information which (i) is publicly available Social Media Data, (ii) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (iii) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's written records; (iv) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (v) is developed by the receiving party independently of the disclosing party's confidential information as demonstrated by written records.

~~"Documentation" means Our user guides, documentation, terms of use, and help materials specifically describing the Service, as may be made available to You and updated from time to time by Us at Our sole discretion, accessible via www.socialsentinel.com or through the Service.~~

"Malicious Code" means any software code or program that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Service" means the Social Sentinel™ software service and related Documentation, as updated from time to time, provided by Us to You to monitor, aggregate and assess publicly available social media streams originating from a specific geographic location or including specific keywords, hashtags or other data fields for potential threats to security, public safety, harm, self-harm or acts of violence.

"User" means an individual who is Your employee or contractor, who is authorized by You to use the Service, and to whom You (or We at Your request) have supplied a user identification and password.

2. OUR RESPONSIBILITIES.

~~Subject to and limited by the terms of this Agreement,~~ We will (a) make the Service available to You pursuant to this Agreement, through remote access over the Internet, (b) provide Our standard email and telephone support for the Service to You during normal business hours Eastern Standard Time at no additional charge, and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We will give electronic notice), (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, actions by You that may impede access to or function of the Service, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, or Internet service provider failure or delay, and (iii) any unavailability caused by our suspension of the Services pursuant to Section 3.4.

3. PRICING.

3.1. You agree to pay an initial fee for the first year of the Term in the amount set forth in the Order Form, and an ongoing annual recurring fee in the amount set forth in the Order Form for consecutive years of the Term (the "Service Fee"). Except as otherwise specified herein, (i) fees are based on the rights provided herein, regardless of the amount of Your actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. The Service Fee for the first year of the Term will be billed upon receipt of a fully executed copy of this agreement. Service Fees for subsequent years of the Term will be billed at the beginning of each annual period. Service Fees are payable no later than thirty (30) days from receipt of the invoice. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.2. If You fail to make payments when due, then in addition to its other rights and remedies, We will have the right to terminate this Agreement, suspend service in accordance with Section 3.4 and/or to recover our reasonable costs and expenses,

foregoing, such Personal Data may include Your Users logon credentials, name, I.D. number, email address, telephone number, mailing address, organization name, employment title, and/or certain technical information about the system hardware and software that is being used by Your Users. In addition, such Personal Data may include information used in your search terms while using the Service, including specific names and addresses. We will collect, use and in certain limited circumstances disclose such Personal Data ~~in accordance with our~~

~~Privacy Policy (o.g.)~~ to contractors and service providers who are assisting Us in the operation or hosting of the Service. ~~As a condition to uploading any Personal Data to the Service and/or otherwise accessing and using the Service, You and Your Users are required to accept the terms of our Privacy Policy, which is incorporated herein by reference.~~ You hereby acknowledge and agree that You have read our current Privacy Policy, which is available at <http://www.socialsentinel.com/privacy-policy>. You acknowledge and agree that We process such Personal Data, in Our capacity as data processor, and ~~that You remain at all times the data controller of such processing.~~ Notwithstanding anything to the contrary, in Your capacity as data controller, it is Your exclusive responsibility to obtain all necessary consents to such processing, to convey the information notices as required by applicable law, to make any necessary filings with the appropriate data protection authorities, to enforce and comply with any request to access and/or rectify and/or delete any such Personal Data.

5.4. You agree to keep records sufficient to demonstrate Your compliance with this Agreement, including the names of Users using the Service.

6. PROPRIETARY RIGHTS. Subject to Your right to use and access the Service during the Term of this Agreement as set forth in Section 3, We will retain exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service, including all ideas, concepts, designs, software, software code, inventions and works of authorship, and all intellectual property associated therewith, and You shall have no ownership in or license to the Service or any portion thereof, nor in the intellectual property associated therewith. If You elect to provide any feedback or comments to Us related to the Services ("Feedback"), all of Your Feedback shall be Our sole and exclusive property, and We shall have the right to use and disclose such Feedback in any manner and for any purpose in Our discretion without remuneration, compensation or

attribution to You, provided that We are under no obligation to use such Feedback.

7. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

7.2. We warrant that (a) the Service will perform materially in accordance with the applicable Documentation and (b) We will not materially decrease the functionality of the Service during a subscription term. For any breach of an above warranty, We will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation and/or to re-perform the professional services, as applicable. If We notify You that we are unable to remedy any material breach of this warranty, Your exclusive remedies are those described in Sections 4.2 (Termination) and 4.4 (Refund or Payment upon Termination).

7.3. ~~To the extent permitted by law, You agree to indemnify, defend and hold harmless SSI, its affiliates, employees, agents, representatives, assigns and licensors against any third party suits, actions, claims or proceedings ("Claim") resulting from Your or Your Authorized Users' use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement, and You agree to indemnify and hold SSI, its affiliates, employees, agents, representatives, assigns and licensors harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against SSI or its affiliates, employees, agents, representatives, assigns and licensors that may result from any such third party claim.~~

7.4. The Service provides information regarding potential threats to security, public safety, harm, self-harm or acts of violence based on publicly available social media posts ("Social Media Data"). This Social Media Data is made available to Us by one or more social media services or third party data providers. We make no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data. ~~EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, BY YOUR SIGNATURE ON THIS~~

~~DOCUMENT YOU SPECIFICALLY ACKNOWLEDGE THAT YOU WILL BE SOLELY LIABLE FOR ANY CLAIM BY ANY THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE, AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.~~

8. LIMITATION OF LIABILITY

~~8.1. BY YOUR SIGNATURE BELOW YOU SPECIFICALLY ACKNOWLEDGE THAT OUR TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED AMOUNTS PAID IN THE LAST TWELVE MONTHS BY YOU UNDER THIS AGREEMENT, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY YOU. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.~~

8.2. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY

~~CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES.~~

~~8.3. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH SSI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.~~

9. CONFIDENTIALITY

9.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement (or, in the case of SSI, as otherwise set forth in Our Privacy Policy). The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure.

9.2. Nothing in this Agreement will be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

10. GENERAL PROVISIONS

~~10.1. This Agreement is governed by the laws of the State of Vermont without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with this Agreement. You submit to the exclusive jurisdiction of such courts for such purpose.~~

~~10.2. This Agreement, including any items referenced herein, is the entire agreement between You and Us regarding Your use of The Service and supersedes all prior and contemporaneous agreements, proposals or representations written or~~

delete
AM
~~oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order Form, (2) the remainder of this Agreement, and (3) the Documentation.~~

10.3. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.4. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.5. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

10.6. We will not disclose the fact that You are a client of SSI to any third party, or use Your name for any marketing, demonstration or training purpose, unless otherwise required by law, without Your prior written consent.

RIDER A

**SOCIAL SENTINEL'S DEVIATIONS FROM SPECIFICATIONS FOR
EAST CAROLINA UNIVERSITY BID NUMBER 56-1415-192-RFQ**

Pursuant to Section 12(B) of the East Carolina Bid Number 56-1415-192-RFQ, Social Sentinel, Inc. hereby submits the following deviations from specifications:

Section 13. Add the following to Definitions.

"Service." Vendor does not provide software or hardware but only its Service. "Service" means the Social Sentinel® software as a service (SaaS) service and related Documentation, as updated from time to time, provided by Vendor to Agency to monitor, aggregate and assess publicly available social media streams originating from a specific geographic location or including specific keywords, hashtags or other data fields for potential threats to security, public safety, harm, self-harm or acts of violence.

Section 13(3). Add the following subsections:

(e) Vendor warrants that (a) the Service will perform materially in accordance with the applicable Documentation and (b) Vendor will not materially decrease the functionality of the Service during a subscription term. For any breach of an above warranty, Vendor will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation and/or to re-perform the professional services, as applicable. If Vendor notifies Agency that Vendor was unable to remedy any material breach of this warranty, Agency's exclusive remedies are termination and refund or payment on termination.

(f) The Service provides information regarding potential threats to security, public safety, harm, self-harm or acts of violence based on publicly available social media posts ("Social Media Data"). This Social Media Data is made available to Vendor by one or more social media services or third party data providers. We make no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

(g) EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AGENCY SPECIFICALLY ACKNOWLEDGES ~~THAT AGENCY WILL BE SOLELY LIABLE FOR ANY CLAIM BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF THE SERVICE, AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. VENDOR AND VENDOR'S AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.~~

Delete — [

Section 13(5): Add the following subsection:

[Replace with language in supplemental page]

(c) ~~To the extent permitted by law, Agency agrees to indemnify, defend and hold harmless SS, its affiliates, employees, agents, representatives, assigns and licensors against any third party suits, actions, claims or proceedings ("Claim") resulting from Agency or Agency's Authorized users' use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement, and Agency agrees to indemnify, defend and hold Vendor, its affiliates, employees, agents, representatives, assigns and licensors harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred,~~

by or awarded against Vendor or its affiliates, employees, agents, representatives, assigns and licensees that may result from any such third party claim.

Section 13(6)(ii). Add the following to the beginning of the subsection:

~~Agency specifically acknowledges that Vendor's total, cumulative liability under this Agreement, including Section 13(6)(h), will not exceed amounts paid in the last twelve (12) months by Agency under this Agreement, provided that, regardless of any statute or law, no claim or cause of action, regardless of form, arising out of or in connection with this Agreement may be brought by Agency more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by Agency. This limitation will apply, regardless of whether any remedy set forth herein fails of its essential purpose, and regardless of the theory of liability on which such claim of damage is based, be it in contract, tort, negligence, strict liability, contribution, indemnity or any other legal theory.~~

Delete

~~THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH VENDOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.~~

Section 13(9A) (to be inserted after Section 13(9)):

Agency's Use of the Service:

(i) Agency may use and access the Service solely to monitor, aggregate and assess publicly available social media streams for potential threats to security, public safety, harm, self-harm or acts of violence. No other rights, express or implied, are granted by this Agreement, the Documentation, or otherwise. Agency is solely responsible for its users' use of the Service and compliance with this Agreement and the Documentation (including, without limitation, and as applicable, the Terms of Use Agreement located at <http://www.socialsentinel.com/terms-of-use>), and for providing such computer and other resources necessary to enable such users to utilize the Service. Agency will use commercially reasonable efforts to prevent unauthorized access to or use of Service, Agency will notify Vendor promptly of any such unauthorized access or use, and Agency will use the Service only in accordance with applicable laws and government regulations.

Delete

(ii) Agency will not (a) make the Service available to, or use the Service for the benefit of, anyone other than Agency or Agency's users, (b) sell, resell, license, sublicense, distribute, rent or lease the Service, (c) use the Service for any unlawful purpose, (d) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to monitor, store or transmit material in violation of third-party privacy rights, (e) use the Service for employment or credit check purposes, or to access non-public information, (f) use the Service to store or transmit Malicious Code, (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (h) attempt to gain unauthorized access to the Service or its related systems or networks, (i) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof, or (j) use the Service in any way not permitted under this Agreement.

(iii) Agency's access to the Service may request Agency users to provide certain personal information about Agency, Agency users and/or other third parties (hereinafter referred to as "Personal Data"). The types of Personal Data that may be collected via the Service are set forth in Vendor's Privacy Policy and any other related information disclosure statements that Vendor

may make available to Agency in connection with Agency's use of the Service. Without limiting the foregoing, such Personal Data may include Agency users' logon credentials, name, I.D. number, email address, telephone number, mailing address, organization name, employment title, and/or certain technical information about the system hardware and software that is being used by Agency users. In addition, such Personal Data may include information used in Agency's search terms while using the Service, including specific names and addresses. Vendor may collect, use and in certain limited circumstances disclose such Personal Data in accordance with Vendor's Privacy Policy (e.g., to contractors and service providers who are assisting Vendor in the operation or hosting of the Service). ~~As a condition to uploading any Personal Data to the Service and/or otherwise accessing and using the Service, Agency and Agency users are required to accept the terms of Vendor's Privacy Policy, which is incorporated herein by reference. Agency hereby acknowledges and agrees that Agency has read Vendor's current Privacy Policy, which is available at <http://www.socialsentinel.com/privacy-policy>. Agency acknowledges and agrees that Vendor may process such Personal Data, in Vendor's capacity as data processor and that Agency remains at all times the data controller of such processing. Notwithstanding anything to the contrary, in Agency's capacity as data controller, it is Agency's exclusive responsibility to obtain all necessary consents to such processing, to convey the information notices as required by applicable law, to make any necessary filings with the appropriate data protection authorities, to enforce and comply with any request to access and/or rectify and/or delete any such Personal Data.~~

Section 14(8). Replace with the following:

Data Retention and Disposal: Vendor represents that it the only data it holds are Agency's software configuration, the alerts Agency has saved or forwarded. Other data are public social media posts that Vendor keeps for a maximum of ten (10) days.

Signature: 

Gary J. Margolis (June 24, 2015)

Email: gmargolis@socialsentinel.com

From: Zachary, Kristin zacharyk17@ecu.edu
Subject: alert soc a
Date: February 16, 2018 at 8:14 AM
To: Smith, Jame Baker SMITHJAMI15@ECU.EDU
Cc: Tilton, Morgan TILTONM16@ECU.EDU

KZ

Not a lot out there on social media in response to the alert, at least not that we're picking up on Sprout/Twitter, just in case you're wondering:

<https://twitter.com/GET2DACHOPPANOW/status/964361840384880640>
<https://twitter.com/andynicolexo/status/964379373452214273>

Kristin Zachary
Digital Media Specialist
ECU News Services
1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)



From: Tilton, Morgan TILTONM16@ECU.EDU

Subject: A the th ngs

Date: January 24, 2018 at 4:47 PM

To: Hutson, Jeann ne Mann ng HUTSONJ@ecu.edu, Sm th, Jam e Baker SMITHJAMI15@ECU.EDU, Zachary, Kr st n ZACHARYK17@ECU.EDU

MT

Hi all,

Happy end of the week... (to me) 🥳🎉

I will be in the happiest place on earth until Monday night so I am sending all the things:

- All social media posts (that I am able to) are scheduled in Sprout, News stories that are not currently built are not in this grouping
- Bre will be handling the Happening @ ECU Snapchat story on Monday – I don't think I am missing any flyers but if so I will pass them along if someone could print them out for her
- I made sure the news calendar is updated with dates for all stories
- Jamie has next weeks News@ECU (in the email from Monday)
- The Pirate love story posts should have messages coming in the inbox, please leave these unread and and I will go through them when I get back

If you need anything don't call me... JK I'll have my phone on me and am happy to help or talk you through how to fix it!

Thank you,
Morgan

Morgan Tilton '16
Social Media Community Manager
ECU News Services

1001 E. 5th Street | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-2068 | Tiltonm16@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)
[\[Blog at ECU.edu/ECUNow\]](#)

East Carolina University

July 31, 2017

AGREEMENT FOR

BUSINESS NAME East Carolina University
 ACCOUNT OWNER Morgan Tilton
 OWNER EMAIL tiltonm12@ecualumni.ecu.edu
 SUBSCRIPTION TERM 12 months
 PAYMENT TERMS Due in Full Upon Invoice Receipt

AGREEMENT VALID THRU

LICENSED USERS 2
 SOCIAL PROFILES 10
 GROUPS 3
 BRAND KEYWORDS 10
 START DATE July 27, 2017

PRODUCT	QUANTITY	MONTHLY RATE	TOTAL
Corporate Plan \$149/ea. Discount*	2	\$ 134.00	\$ 268.00
Future Additional Users	0	\$ 134.00	\$ 0.00
5 Additional Profiles	0	\$ 25.00	\$ 0.00
5 Additional Brand Keywords	0	\$ 25.00	\$ 0.00
5 Additional Groups	0	\$ 25.00	\$ 0.00
*10% Discount if paid Annually. Valid until July 31, 2017			\$ 268.00
MONTHLY TOTAL			\$3,216.00

X

ACCEPTED BY

DATE

TERMS OF SERVICE

Except for details outlined in this agreement, the relationship between Sprout Social and the Customer are governed by the Terms of Service (sproutsocial.com/terms) and the two documents collectively establish the terms of the relationship upon acceptance.

PAYMENT TERMS

Sprout offers access to their software with payment made in advance of the subscription period. To maintain access, payment must be made in accordance with terms of this agreement. Payments can be made with Check, ACH or Wire Transfer. Pro-rated refunds are not provided for early cancellation.

AUTO RENEWAL

Your subscription, including any additional users added during your term, will automatically renew unless we receive written notice to your account manager or to sales@sproutsocial.com at least 30 days prior to expiration.

JOIN 17,000 OF THE WORLD'S LEADING BRANDS





ECU Social Media Accounts

Dec 05, 2016 - Feb 15, 2018

Overview of ECU's Instagram, Twitter and Facebook accounts.



Included in this Report

 ECU


 East Carolina University

 East Carolina University











 ECU Health Sciences

 ECU

Group Activity Overview

 48,449,431 Impress ons	 607,093 Engagements	 153,300 L nk C cks
--	---	--

Group Stats by Profile/Page

Profile/Page	Total Fans / Followers	Fan / Follower ncrease	mpressions	mpressions per Post	Engagements	Engagements per Post
 ECU  @EastCaro na	48,632	100.00%	4,951,377	2,790	293,173	165.2
 ECU Health Scie...  @ECUHea thSc	2,246	100.00%	235,520	445	7,594	14.4
 East Ca... Jniversity  Bus ness Page	51,482	18.01%	42,525,762	79,339	245,191	457.4
 ECU  @eastcaro naun v	11,042	100.00%			53,493	764.2
 East Carolina Uni...  Company Page	112,986	100.00%	736,772	73,677	7,642	764.2

Group Audience Growth

Aud ence Growth Metr cs	Tota s	Change
Total Fans	226,388	▲ 418.9%
New Facebook Fans	7,687	▲ 18.0%
New Tw tter Fo owers	4,777	▲ 100.0%
New L nked n Fo owers	4,297	▲ 100.0%
New nstagram Fo owers	2,924	▲ 100.0%
Tota Fans Ga ned	19,685	▲ 418.9%

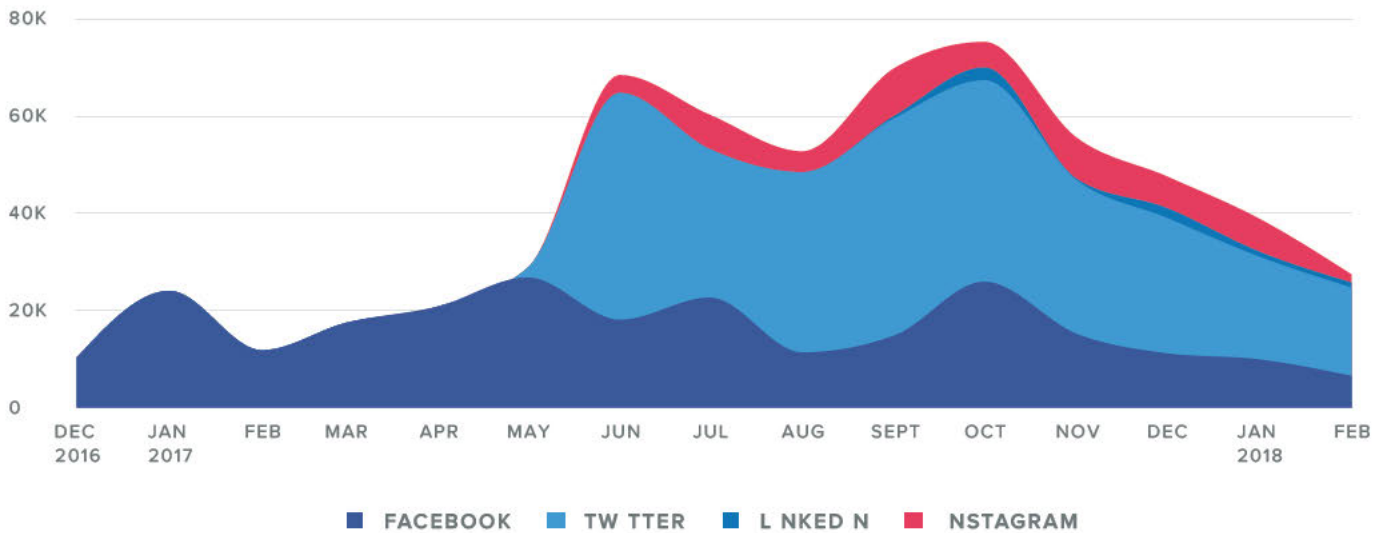
Total followers increased by

▲ 418.9%

since previous date range

Group Engagement

ENGAGEMENTS PER MONTH



Engagement Metrics	Totals	Change
Facebook Engagements	245,191	▲ 10.4%
Twitter Engagements	300,767	▲ 100.0%
LinkedIn Engagements	7,642	▲ 100.0%
Instagram Engagements	53,493	▲ 100.0%
Total Engagements	607,093	▲ 173.4%

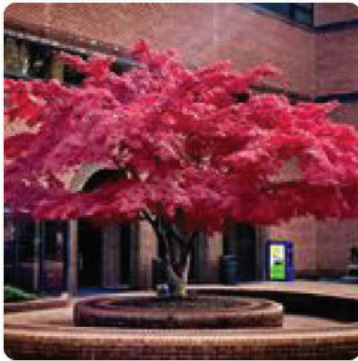
The number of engagements increased by

▲ **173.4%**

since previous date range

Instagram

Instagram Top Posts



@eastcarolinauniv
1821 Engagements



@eastcarolinauniv
1374 Engagements



@eastcarolinauniv
1725 Engagements

Instagram Engagement

Engagement Metrics	Totals
Likes Received	53,199
Comments Received	294
Total Engagements	53,493

Engagements per Follower	4.84
Engagements per Media	764.19

The number of engagements increased by

▲ 100.0%
since previous date range

The number of engagements per media increased by

▲ 100.0%
since previous date range

Instagram Activity Overview



11,042

Total Followers



53,199

Likes Received



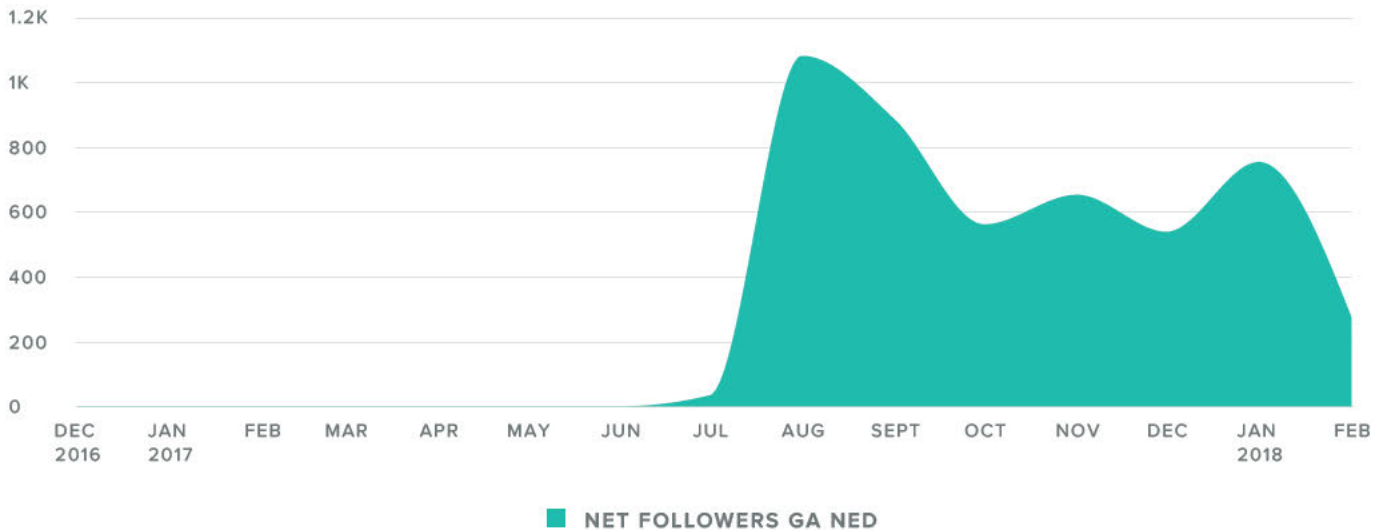
294

Comments Received

Twitter

Twitter Audience Growth

AUDIENCE GROWTH, BY MONTH



Follower Metrics

Totals

Total Followers 50,878

Net Followers gained 4,777

People that you followed -1

Total followers increased by





100.0%

since previous date range

Twitter Top Posts, by Responses

Tweet		Reach	Responses ▼	Clicks	Retweets
	EastCarolina On Nov 14 1970 @MarshallU lost 75 when the r p ane crashed during the trip back from ECU Among the 75 were: foo... https://t.co/QJD25Y1mo1	875,126	1,201		1,155
	(Tweet) November 14 2017 10:59 am				

Twitter Top Posts, by Responses

Tweet		Reach	Responses ▼	Clicks	Retweets
	EastCarolina RT f you th nk @ECUCOB's Dr Schne der deserves 5 m nutes on @TheEllenShow 🌟 (Retweet w th Comment) October 09 2017 10:20 am	507,242	880		875
	EastCarolina M ss ng: 29 000 #Pirates f found p ease return to Greenv e NC by August 21 https://t.co/UqpqgWvUj (Tweet) Ju y 31 2017 3:50 pm	281,130	433		426
	EastCarolina PSA: We're sorry but the Cash er's Off ce does not accept RTs for tu t on room & board books bu d ngs or tera y anyth ng ☹️ https://t.co/km7fN8J2tP (Tweet) Apr 18 2017 11:12 am	42,268	414		407
	EastCarolina Happy Last Day of C asses 🌟 https://t.co/47D5KseWJ (Tweet) December 05 2016 12:52 pm	42,265	338		336

Twitter Impressions

mpress ons Metr cs	Tota s
Average mpress ons per Day	11,842
Organic Impressions	5,186,897

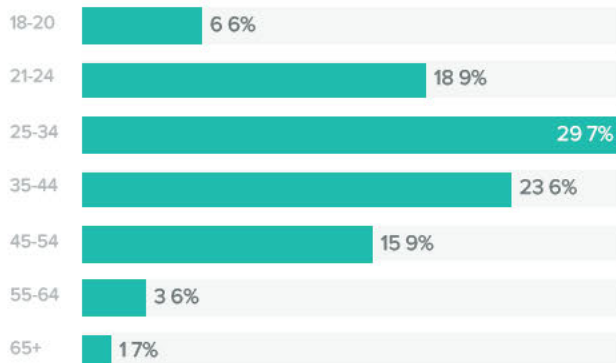
Total Impressions increased by

▲ **100.0%**

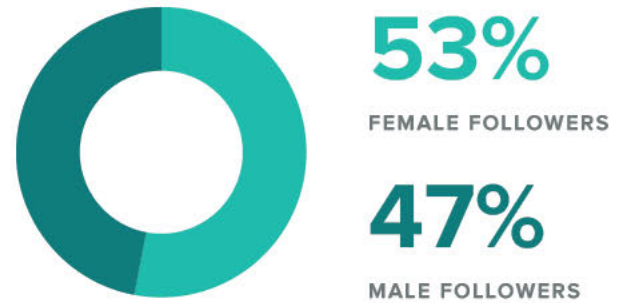
since previous date range

Twitter Audience Demographics

FOLLOWERS BY AGE




FOLLOWERS BY GENDER







Women and people between the ages of **25-34** appear to be the leading force among your recent followers.

Facebook

Facebook Top Posts, by Reactions

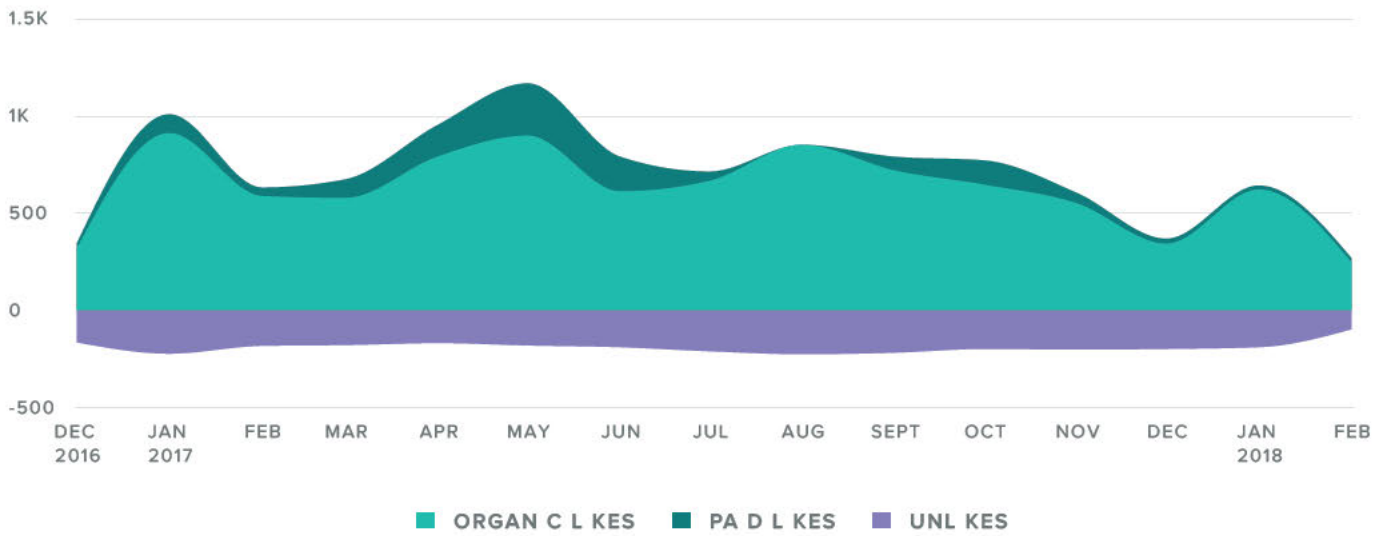
Post	Reactions ▼	Comments	Engagement	Reach
<div> <div> <div>East Carolina University</div> <div> We may be a big school but it's the little things that make it home Shoutout to ECU's Dr. Schneider ❤️ #GoodGoesRound </div> </div> <div>  </div> </div>	9,999	397	9.6%	211,606
(Post) October 09 2017 10:45 am				

Facebook Top Posts, by Reactions

Post	Reactions ▼	Comments	Engagement	Reach
<p>East Carolina University</p> <p>On Nov 14 1970 Marshall University lost 75 when the r p ane crashed dur ng the tr p back from ECU Among the 75 were: footba p ayers coaches fans & the f ght crew Today we are Marsha ❤️</p>  <p>(Post) November 14 2017 11:15 am</p>	7,922	542	7.6%	225,065
<p>East Carolina University</p> <p>BREAK NG: ECU researchers patent revo ut onary top ca agent effect ve aga nst sk n and co on cancers ead ng to ower costs and no surgery: go ecu edu/a5e07dd1</p>  <p>(Post) Apr 04 2017 1:03 pm</p>	5,704	286	5.7%	280,988
<p>East Carolina University</p> <p>ECU s the f rst un vers ty n the country and the on y emp oyer n NC to rece ve the U.S. Department of Defense (DoD) Extraord nary Emp oyer Support Award for susta ned support of National Guard and Reserve serv ce members</p>  <p>🔗 ECU recogn zed for partnersh p w th the m tary</p> <p>(Post) Apr 06 2017 4:51 pm</p>	5,325	151	5.9%	123,688
<p>East Carolina University</p> <p>How s th s even the same campus? Monday ➡ Fr day of the same week You've got to ove th s crazy NC weather</p>  <p>(Post) January 13 2017 4:25 pm</p>	5,140	235	4.0%	432,579

Facebook Audience Growth

L KES BREAKDOWN, BY MONTH



Aud ence Growth Metr cs

Tota s

Total Fans	51,482
Pa d L kes	1,241
Organ c L kes	9,294
Un kes	2,848
Net L kes	7,687

Total fans increased by

18.0%
since previous date range

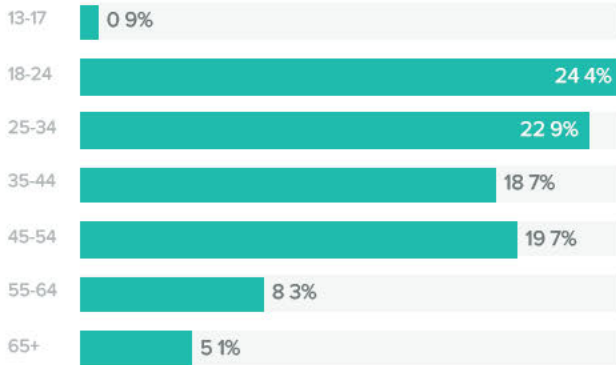
Facebook Audience Demographics

Page Fans

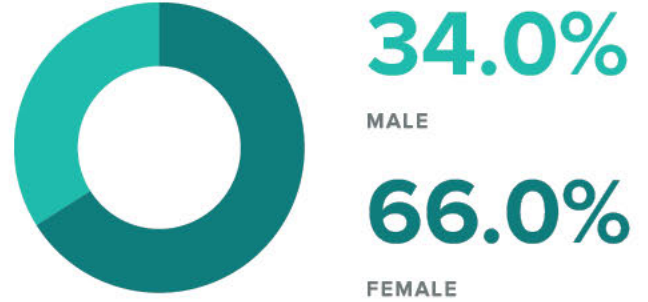
People Reached

People Engaged

BY AGE



BY GENDER



Women and people between the ages of **18-24** appear to be the leading force among your fans.

Top Countries

	United States	48,055
	India	258
	Mexico	168
	Brazil	140
	Bangladesh	136

Top Cities

Greenville, NC	6,860
Raleigh, NC	2,947
Charlotte, NC	1,782
Wilmington, NC	1,010
Greensboro, NC	755

East Carolina University

August 30, 2017

AGREEMENT FOR

AGREEMENT VALID THRU

BUSINESS NAME East Carolina University

LICENSED USERS 2

ACCOUNT OWNER Morgan Tilton

SOCIAL PROFILES 10

OWNER EMAIL tiltonm12@ecualumni.ecu.edu

GROUPS 3

SUBSCRIPTION TERM 24 months

BRAND KEYWORDS 10

PAYMENT TERMS 1st Yr Due Upon Invoice Receipt

START DATE August 14, 2017

PRODUCT	QUANTITY	MONTHLY RATE	TOTAL
Enterprise Plan-\$249ea/Discounted	2	\$ 199.00	\$ 398.00
Additional Users	0	\$ 125.00	\$ 0.00
5 Additional Profiles	0	\$ 25.00	\$ 0.00
5 Additional Brand Keywords	0	\$ 25.00	\$ 0.00
5 Additional Groups	0	\$ 25.00	\$ 0.00
2 Users, 2 Year Commitment= 20% Discount \$249/eac. New Amount \$199/Ea			\$ 398.00
MONTHLY TOTAL			
1st Yr Total Amount			\$4,776.00

X

X

ACCEPTED BY

DATE

TERMS OF SERVICE

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PAYMENT TERMS

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AUTO RENEWAL

Your subscription, including any additional users added during your term, will automatically renew unless we receive written notice to your account manager or to sales@sproutsocial.com at least 30 days prior to expiration.

JOIN 17,000 OF THE WORLD'S LEADING BRANDS





Facebook Competitors Report

Dec 01, 2016 - Feb 16, 2018

The Facebook Competitor report lets you keep tabs on your Facebook Page's performance compared to competitors or other company Pages using proprietary metrics based on publicly available Page data.



Included in this Report

 East Carolina University

 NC State University

 UNC Charlotte

 Appalachian State University

 The University of North Carolina at Chapel ...

 UNC Greensboro


51,465

Your Fans


274,518

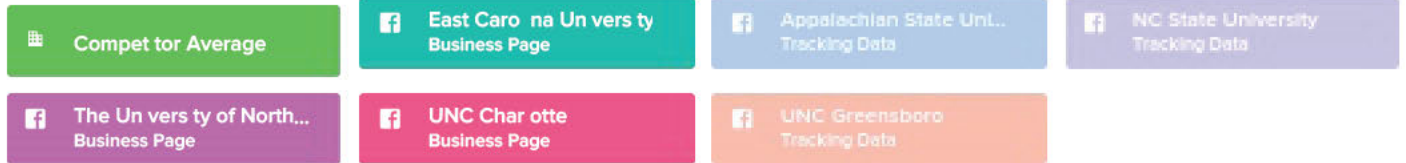
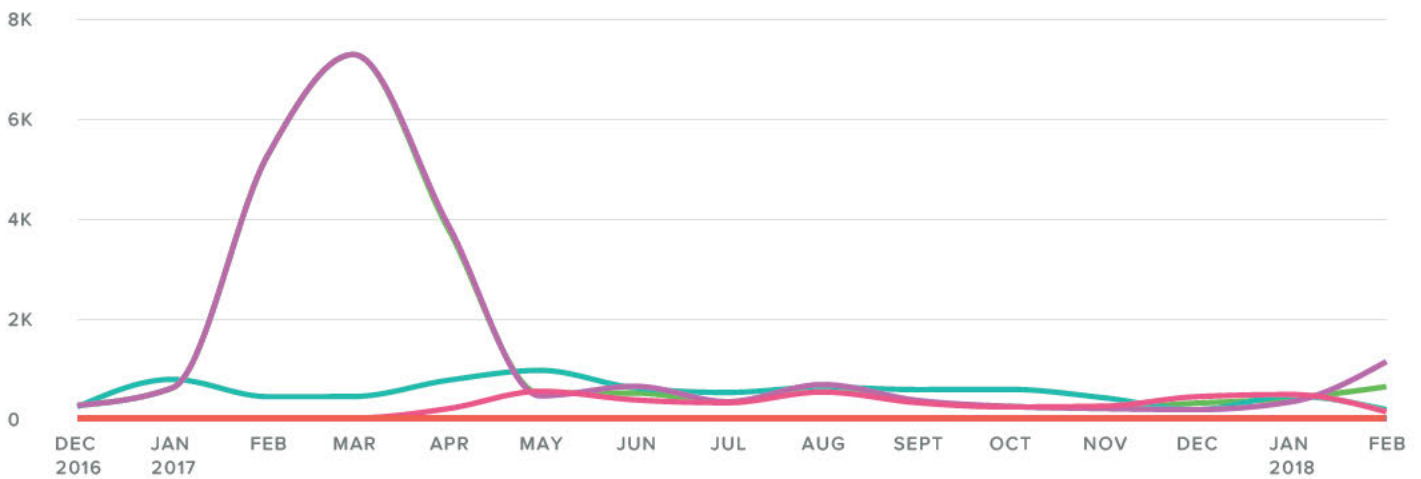
Top Competitor (The University of North Carolina at Chapel Hill)









169,594

Competitor Avg. Fans

Audience Growth

FANS GAINED, BY MONTH



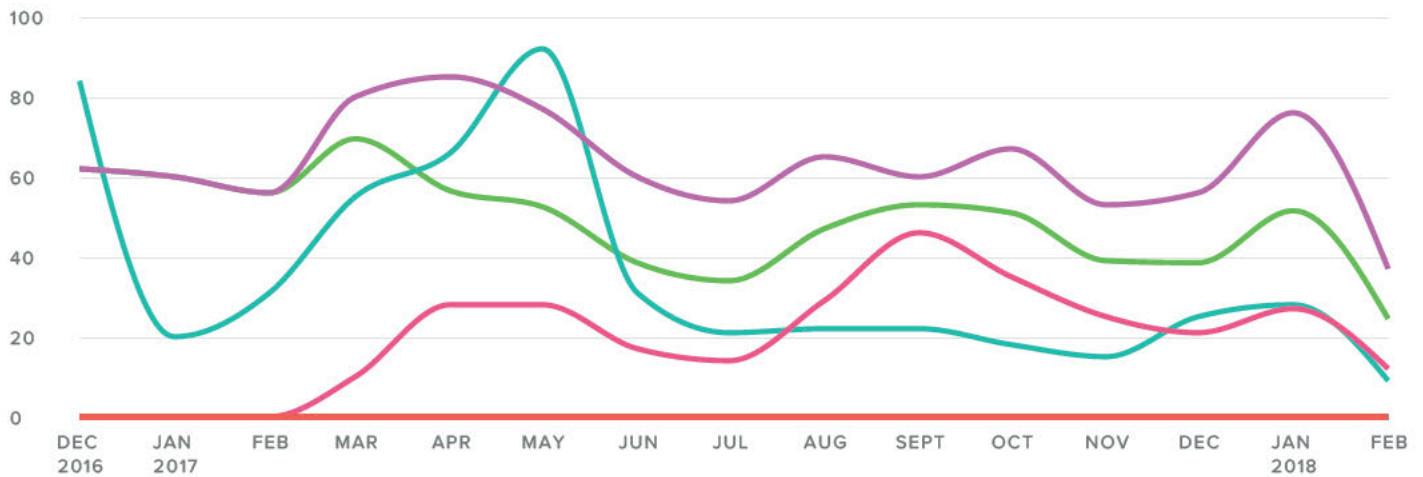
Facebook Page	Total Fans	Fans Gained	Fan Growth
 Competitor Average	169,594		
 East Carolina University	51,465	7,879	18.08%
 Appalachian State University	Tracking activity.	Incomplete data for this date range	
 NC State University	Tracking activity.	Incomplete data for this date range	
 The University of North Carolina at Chapel Hill	274,518	Incomplete data for this date range	
 UNC Charlotte	64,670	Incomplete data for this date range	
 UNC Greensboro	Tracking activity.	Incomplete data for this date range	

Message Volumes

Sent Messages

Received Messages

MESSAGES, BY MONTH



Competitor Average



East Carolina University Business Page



Appalachian State University Tracking Data



NC State University Tracking Data



The University of North Carolina Business Page


















UNC Charlotte Business Page



UNC Greensboro Tracking Data

Stats by Page

Facebook Page	Messages Sent	Messages Received	Post Breakdown	Engagements	Engagements per Post
 Competitor Average	620	87	<div>T 272</div> <div> 199</div> <div> 150</div>	260,554	420
 East Carolina University	539	628	<div>T 233</div> <div> 143</div> <div> 163</div>	246,440	457
 Appalachian State University			Track ng act v ty.		
 NC State University			Track ng act v ty.		
 The University of North Carolina at Chapel Hill	948		<div>T 405</div> <div> 307</div> <div> 236</div>	457,099	482
 UNC Charlotte	292	173	<div>T 138</div> <div> 91</div> <div> 63</div>	64,008	219
 UNC Greensboro			Track ng act v ty.		



Facebook Competitors Report

Feb 01, 2018 - Feb 16, 2018

The Facebook Competitor report lets you keep tabs on your Facebook Page's performance compared to competitors or other company Pages using proprietary metrics based on publicly available Page data.



Included in this Report

 East Carolina University

 NC State University

 UNC Charlotte

 Appalachian State University

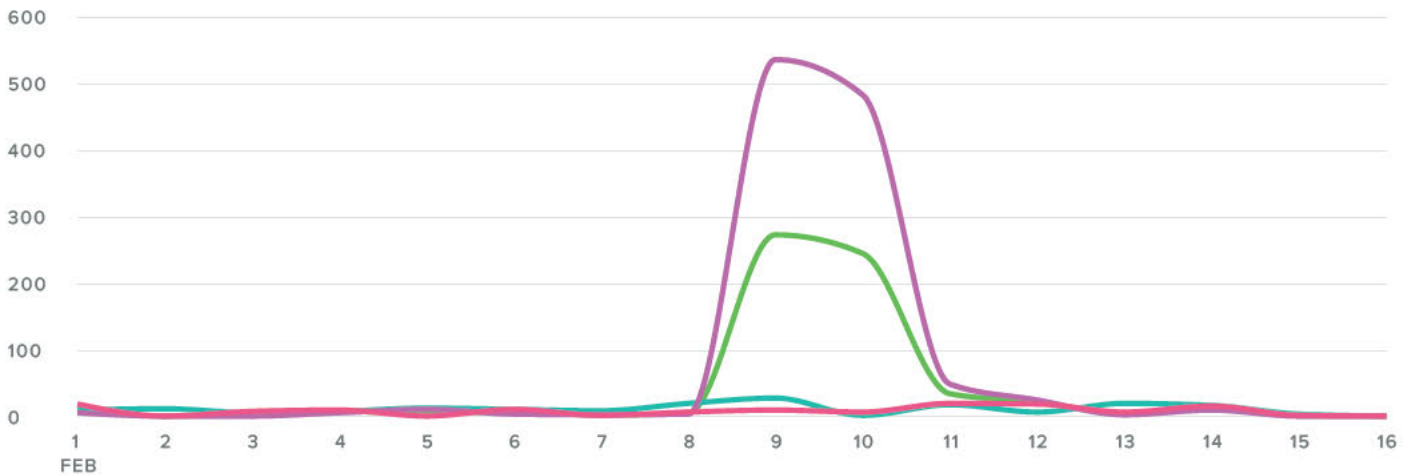
 The University of North Carolina at Chapel ...








 UNC Greensboro








 51,465 Your Fans	 274,518 Top Competitor (The University of North Carolina at Chapel Hill)	 169,594 Competitor Avg. Fans
--	--	--

Audience Growth

FANS GAINED, BY DAY



 Competitor Average	 East Carolina University Business Page	 Appalachian State University Tracking Data	 NC State University Tracking Data
 The University of North Carolina at Chapel Hill Business Page	 UNC Charlotte Business Page	 UNC Greensboro Tracking Data	

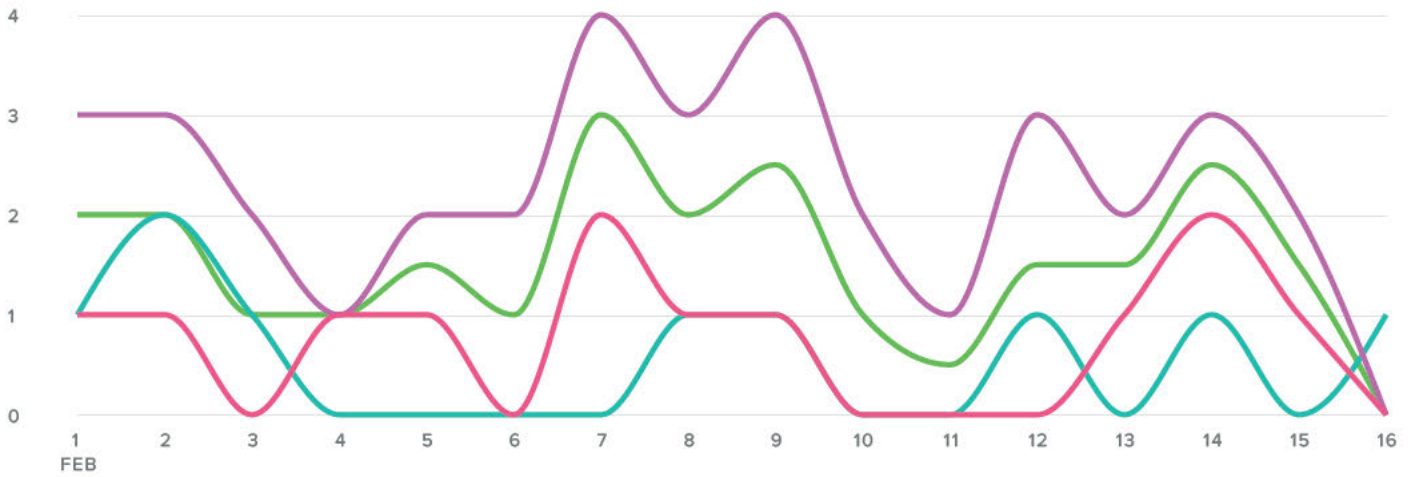
Facebook Page	Total Fans	Fans Gained	Fan Growth
 Competitor Average	169,594	607	0.36%
 East Carolina University	51,465	170	0.33%
 Appalachian State University	Tracking activity.	Incomplete data for this date range	
 NC State University	Tracking activity.	Incomplete data for this date range	
 The University of North Carolina at Chapel Hill	274,518	1,093	0.40%
 UNC Charlotte	64,670	121	0.19%
 UNC Greensboro	Tracking activity.	Incomplete data for this date range	

Message Volumes

Sent Messages

Received Messages

MESSAGES, BY DAY



Competitor Average



East Carolina University Business Page



Appalachian State University Tracking Data



NC State University Tracking Data



The University of North Carolina Business Page










UNC Charlotte Business Page



UNC Greensboro Tracking Data

Stats by Page

Facebook Page	Messages Sent	Messages Received	Post Breakdown	Engagements	Engagements per Post
 Competitor Average	25	1	T 12 📷 5 👍 9	5,073	203
 East Carolina University	9	37	T 5 📷 1 👍 3	6,773	753
 Appalachian State University	Track ng act v ty.				
 NC State University	Track ng act v ty.				
 The University of North Carolina at Chapel Hill	37		T 17 📷 7 👍 13	8,623	233
 UNC Charlotte	12	1	T 6 📷 2 👍 4	1,523	127
 UNC Greensboro	Track ng act v ty.				

From: Tilton, Morgan TILTONM16@ECU.EDU
Subject: Re: February FB Comparison
Date: February 16, 2018 at 12:23 PM
To: Zachary, Kristin ZACHARYK17@ECU.EDU

MT

There is an actual report in sprout. It's not super in-depth but it gives you the general info

Sent from my iPad

On Feb 16, 2018, at 12:17 PM, Zachary, Kristin <ZACHARYK17@ECU.EDU> wrote:

Tried to keep this pretty simple. Please let me know if you think I'm missing something or if you think there's a better way to present the data.

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)

<[image001.png](#)>

<[FebruaryFBComparison.pdf](#)>



FEBRUARY SOCIAL MEDIA COMPARISON

facebook®

- ❖ **UNC** received 9,373 likes and shares from Feb. 1 to Feb. 16 with 36 posts. They have 274,516 total likes for their page.
 - $9,373/274,516 = \mathbf{3.4 \text{ percent}}$ engagement through likes/shares
 - Another way to look at it:
 - $9,373/36 = 260.36$ likes/shares a post
 - $260.36/274,516 = \underline{0.095 \text{ percent engagement of total likes through likes/shares per post}}$
- ❖ **NCSU** received 3,782 likes and shares from Feb. 1 to Feb. 16 with 13 posts. They have 141,826 total likes for their page.
 - $3,782/141,826 = \mathbf{2.67 \text{ percent}}$ engagement through likes/shares
 - Another way to look at it:
 - $3,782/13 = 290.92$ likes/shares a post
 - $290.92/141,826 = \underline{0.205 \text{ percent engagement of total likes through likes/shares post}}$
- ❖ **ECU** received 2,495 likes and shares from Feb. 1 to Feb. 16 with nine posts. We have 51,484 total likes for our page.
 - $2,495/51,484 = \mathbf{4.85 \text{ percent}}$ engagement through likes/shares
 - Another way to look at it:
 - $2,495/9 = 327.22$ likes/shares a post
 - $327.22/51,484 = \underline{0.636 \text{ percent engagement of total likes through likes/shares per post}}$

	UNC	NC STATE	ECU
Total Page Likes	274,516	141,826	51,484
Number of Posts 2/1 2/16	36	13	9
Post likes + shares 2/1 2/16	9,373	3,782	2,495
Percent of total page likes engaging with posts via likes/shares	3.4 percent	2.67 percent	4.85 percent
Average likes/shares per post	260.36	290.92	327.22
Percent of total page likes engaging per post via likes/shares	0.095 percent	0.205 percent	0.636 percent

Note: This is a quick look into the posts by UNC, NCSU and ECU from Feb. 1 to the morning of Feb. 16. The numbers include likes and shares but not comments, so the information will differ from Sprout Social statistics, which include other measures of engagement. These numbers were accurate as of late morning Feb. 16 but are subject to change as people continue to engage with the posts on all three pages.

BY THE POSTS

L + S = Likes + Shares

DATE	UNC L + S	NCSU L + S	ECU L + S
Feb. 1	496		451
	19		
	554		
Feb. 2	83	155	494
	43		375
	22		
Feb. 3	64	1005	118
Feb. 4	76	949	
Feb. 5	43		
	42		
Feb. 6	52	72	
	92		
Feb. 7	8	107	
	29		
	30		
	107		
Feb. 8	64	184	382
	378		
	454		
	1461		
	3179		
Feb. 9	34		40
Feb. 10	89	233	
	75		
Feb. 11	105	86	
Feb. 12	238		435
	93		
	851		
Feb. 13	36	51	
	46	89	
	83		
Feb. 14	324	819	182
	39		
Feb. 15	49	15	
	13		
Feb. 16	8	17	18
	9373	3782	2495

From: **ECUNEWS** ecunews@ecu.edu
Subject: FW: ECU News Clips: September 12, 2017
Date: September 12, 2017 at 4:56 PM
To: Tilton, Morgan TILTONM16@ECU.EDU

E

This does not look any different.....

Did you hear anything from Sprout Social?

From: ECU News <ecunews@ecu.edu>
Date: Tuesday, September 12, 2017 at 2:00 PM
To: ECUNEWS <ECUNEWS@ECU.EDU>
Subject: ECU News Clips: September 12, 2017

East Carolina University

Tomorrow starts here.®

DAILY NEWS - Tuesday, September 12, 2017

ECU IN THE NEWS

[State apologizes for mistakenly claiming six NC colleges failed to pass enough education students](#)

WRAL.com - September 11, 2017

failed to pass enough *students* in their teacher education programs last school year. The six colleges – *East Carolina University*, Gardner-

[Serving the Underserved](#)

University of North Carolina - September 12, 2017

Imagine driving nearly an hour or 60 to 70 miles along backroads just for a simple checkup at the doctor. For many North Carolinians, basic healthcare is a major issue – and even more dire in an emergency situation. State lawmakers and healthcare officials face significant challenges in providing

[U.S. News college rankings: Which North Carolina colleges made the list](#)

The News & Observer - September 12, 2017

N.C. State University ranked 81st, while UNC Charlotte was 198th, *East Carolina* was 207th and Gardner-Webb was 223rd. Best national liberal

[AMERICAN BOARD OF FAMILY MEDICINE ELECTS NEW OFFICERS AND BOARD MEMBERS](#)

Annals of Family Medicine - September 11, 2017

is a *Professor* of Family Medicine and *Senior* Associate Dean for Academic Affairs at the *Brody School of Medicine* at *East Carolina University*

[Too young to remember, old enough to learn](#)

The Daily Reflector - September 12, 2017

to remain forever fresh and powerful for millions of Americans. Many *ECU students*, however, were too young to process those memories, so

[Recruiting rankings make ECU history](#)

The Daily Reflector - September 12, 2017

II *junior* college player of the year (outfielder Chandler Jenkins from Catawba Valley CC) and multiple *freshmen* looking for big roles at *ECU*

[QB injury, coordinator change leaves ECU reeling as it prepares to host No. 16 Virginia Tech](#)

News-Herald - September 11, 2017

3-win season, one that included getting blown out by Virginia Tech, *East Carolina* doesn't exactly appear to be on the path to righting the

[Scottie Montgomery discusses upcoming Virginia Tech game](#)

WITN-TV - September 11, 2017

GREENVILLE, N.C. – Second-year *ECU* Head *Football* Coach Scottie Montgomery addressed members of the media on Monday prior to Saturday's home

HIGHER ED TRENDS

ECU News Services
1001 E. Fifth Street
Greenville, NC
(252) 328-6481
ecunews@ecu.edu



SOCIAL SNAPSHOT

[@UNC_SOM & @EastCarolina's Brody School of Medicine are encouraging graduates to practice medicine in rural areas...](#)
<https://t.co/Ib8dvoZ59c>
UNC System - September 12, 2017

[#Pirates: Do you want to study abroad? Stop by tomorrow \(9/13\) for more info on the various programs + contact...](#)
<https://t.co/dMXAJ9VH8>
ECU - September 12, 2017

RT @ECUDowdv: Get out your

UNC Board Bans Prominent Civil Rights Center From Litigating

The Nation - September 11, 2017

. On Friday, the board that governs the **UNC system** voted to prohibit academic centers within the **UNC system** from engaging in litigation, a

NOW AT ECU

Laupus Library to exhibit relief woodcarving creations

ECU Blogs - September 11, 2017

Trujillo, **professor** and chair of the Department of Occupational Therapy in the College of Allied Health Sciences at **East Carolina University**

GOLD gear! #PaintItGold Game is SATURDAY! Closet empty? Dowdy's got you covered in our Wright Bldg store! #ECU...
ECU Parents - September 12, 2017

Get out your GOLD gear! #PaintItGold Game is SATURDAY! Closet empty? Dowdy's got you covered in our Wright Bldg st... https://t.co/koN1lrwk61
ECU Dowdy Stores - September 12, 2017

Meltwater - 225 Bush St Suite 1000, San Francisco, California 94104 USA

To unsubscribe from this newsletter [Click Here](#)

From: Tilton, Morgan TILTONM16@ECU.EDU
Subject: FW: Request...
Date: February 16, 2018 at 11:40 AM
To: Smith, Jame Baker SMITHJAMI15@ECU.EDU
Cc: Zachary, Kristin ZACHARYK17@ECU.EDU

MT

Passing this along to y'all first.

There isn't a way to compare our social media followers to an alumni list that I know of. Even if by chance there was you would have to factor in name changes, those who go by a different name and privacy settings. Also for accounts like Instagram and Twitter most people don't use their real name anymore... may be initials, email address portions nicknames and so forth.

Will on social media:

- <https://www.facebook.com/will.litchfield.3> – Does not engage with ECU on Facebook from what I see doesn't share the official accounts posts either
- From what I see he is not on Twitter -> would explain why he doesn't have anything to say about it. I searched also through the BOV Twitter followers.
- Can't find him on Instagram -> searched through our likes on big photos and I could find him so if he does he doesn't like our posts (that I can see).

ECU's Instagram was unveiled in August 2015 but was not used effectively or truly promoted until March 2017. NCSU created their account on February 1, 2012. When I joined the News Services team we had a little over 6K Instagram followers.

Reasons for not posting "enough," while I agree it definitely needs to be utilized more and its on my list of things to do to go out and get photos there are many factors involved.

- Not having the photos requested
- Not having the time to go out and get them myself/pulled into other projects or issues
- Not having the base that NSCU/UNC has when it comes to submitted photos
- Relationships with other groups, events and colleges do not submit quality photos or any

** When looking at NCSU their Instagram is awesome because they have people collaborating together giving content to share not relying on one person.

Attaching most recent Social Media Report.

Note: Instagram analytics are off and don't represent true follower numbers since the analytics for Instagram on Sprout Social are relatively new to be able to go back before we had an account with them. <- I hope this makes sense.

Morgan Tilton | 252-328-2068

From: Jeannine Hutson <HUTSONJ@ecu.edu>

Date: Friday, February 16, 2018 at 11:00 AM

To: "Tilton, Morgan" <TILTONM16@ECU.EDU>, "Zachary, Kristin"

<ZACHARYK17@ECU.EDU>, "Smith, Jamie Baker" <SMITHJAMI15@ECU.EDU>

Subject: Request...

Morgan and Kristin,

Can you find out if there's a way to run the alumni and student enrollment lists against our social media followers to determine the degree that stakeholders are following us? Tom is trying to find out if we can see how we compare to our national peers...

Also, can you see if Will Litchfield is on social media? A quick search yielded no Instagram account but he might have a different screen name....

Also, can you document for Tom (and me) when our Instagram account officially launched compared to NCSU's.... the number of posts was used as an example of our need to use social media more...

Tom is getting ready to head back.... I'm staying with Jules to hear the open session motions. HHP dean should be in that.... After the approval of her appointment, HR will send her the contract, she will sign and send back... then we can officially announce. They don't expect that to NOT happen.... But it's the official hoop we have to jump through.

Thanks,
Jeannine



ECU Social
Media...18.pdf

From: Kelly Smith sales@sproutsocial.com
Subject: ICYMI: We launched Instagram Scheduling this week
Date: February 14, 2017 at 8:01 AM
To: socialmedia@ecu.edu

KS

Hi there,

I hope you saw our exciting Instagram scheduling announcement last week!

I wanted to follow up personally because I know it's important to be able to easily manage all your social workflows and content planning in one platform.

What time do you have to chat this week or next about our Instagram integration and your current social tools?

Also, in the next few weeks we'll be launching our Instagram Competitor Report, so I'm happy to discuss how you can keep a pulse on the competition across networks as well.

Kelly Smith
Account Executive
Sprout Social

131 S Dearborn St.
Chicago, IL 60603
sproutsocial.com

This e-mail was sent to socialmedia@ecu.edu which is registered with Sprout Social. If you would rather not get emails from us, click here: [Remove](#).

Subject: ICYMI: We launched Instagram Scheduling this week

Date: Tuesday, February 14, 2017 at 8:01:02 AM Eastern Standard Time

From: Kelly Smith

To: ECU Social Media

Hi there,

I hope you saw our exciting Instagram scheduling announcement last week!

I wanted to follow up personally because I know it's important to be able to easily manage all your social workflows and content planning in one platform.

What time do you have to chat this week or next about our Instagram integration and your current social tools?

Also, in the next few weeks we'll be launching our Instagram Competitor Report, so I'm happy to discuss how you can keep a pulse on the competition across networks as well.

Kelly Smith

Account Executive
Sprout Social

131 S Dearborn St.
Chicago, IL 60603
sproutsocial.com

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From: Zachary, Kristin zacharyk17@ecu.edu
Subject: Re: LLH Facebook Post
Date: July 3, 2018 at 9:21 AM
To: Clark, Jay CLARKJA@ecu.edu

KZ

Yep, and they recently changed their third-party app policies, so we've lost a lot of capability with image selection when posting from Sprout instead of directly from Facebook.

Kristin Zachary
Digital Media Specialist
ECU News Services
1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)



From: "Clark, Jay" <CLARKJA@ecu.edu>
Date: Tuesday, July 3, 2018 at 9:07 AM
To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Subject: Re: LLH Facebook Post

No big deal. It seems like they constantly change sizes or we have the wrong size to begin with anyway. Thanks!

Jay Clark
East Carolina University
Project Manager and
Communications Strategist
Mail Stop 108
1206 Charles Blvd., Bldg. 198
Greenville, NC 27858
E-mail: clarkja@ecu.edu
Phone: 252-328-5790

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From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Date: Tuesday, July 3, 2018 at 8:11 AM
To: Jay Clark <clarkja@ecu.edu>
Subject: Re: LLH Facebook Post

Thank ya. Yeah, I resized it for Facebook and just grabbed the wrong copy yesterday when I was selecting the image. Can't change it out after it posts, but I'll use this one/grab the right one next time.

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)



From: "Clark, Jay" <CLARKJA@ecu.edu>

Date: Monday, July 2, 2018 at 2:52 PM

To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Subject: LLH Facebook Post

That image isn't fitting very well. I made this one the same size as the post I'm seeing in my feed. Not sure if you can switch it out or not.

Jay Clark

East Carolina University

Project Manager and

Communications Strategist

Mail Stop 108

1206 Charles Blvd., Bldg. 198

Greenville, NC 27858

E-mail: clarkja@ecu.edu

Phone: 252-328-5790

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Thank you.



From: Smith, Jamie Baker SMITHJAMI15@ECU.EDU
Subject: og ns
Date: June 1, 2018 at 8:09 AM
To: Zachary, Kr st n ZACHARYK17@ECU.EDU



Hi Kristin,

Do you have the document that has the logins to all the social media accounts and sprout?
Morgan sent it to me a while back and I can't find it anywhere.

Jamie

From: Zachary, Kristin zacharyk17@ecu.edu
Subject: Re: Message waiting for your approval
Date: March 2, 2018 at 9:30 AM
To: East Carolina University SOCIALMEDIA@ECU.EDU

KZ

That's weird... I think I got it to work. It shows it's scheduled for 10.

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)



From: East Carolina University <SOCIALMEDIA@ECU.EDU>
Date: Friday, March 2, 2018 at 9:22 AM
To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Subject: Fwd: Message waiting for your approval

Having issues sending this through. Can you approve it to see if it'll go through on your end?

ECU Social Media Team

[Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#)
[\[Blog at ECU.edu/ECUNow\]](#)

Begin forwarded message:

From: Sprout Social <help@sproutsocial.com>
Date: March 2, 2018 at 9:04:22 AM EST
To: <socialmedia@ecu.edu>
Subject: Message waiting for your approval
Reply-To: <tiltonm16@ecu.edu>

There is a message waiting for your approval.

Created By: Morgan Tilton

Message: "THANK YOU! Because you voted, ECU has made it to the next round of #STATmadness2018. Dr. @JitkaVirag needs your vote, please go to statnews.com/feature/stat-madness/bracket"

Please visit the [Needs Approval](#) section in Sprout Social to approve, reject or edit this message.

To start an email conversation with the submitter, reply to this email.

If you have any questions, please contact support@sproutsocial.com.

-- The Sprout Social Team



From: Tilton, Morgan TILTONM16@ECU.EDU
Subject: Most of the th ngs...
Date: March 1, 2018 at 4:52 PM
To: Zachary, Kr st n ZACHARYK17@ECU.EDU
Cc: Sm th, Jam e Baker SMITHJAMI15@ECU.EDU

MT

Happy Friday... for me anyway!

Not a whole lot to go over with SB18 happening

- Snapchat – Alternative Spring Breakers are taking this account over
- Instagram Story – ABE in Ireland
- Twitter/Facebook – some posts are scheduled BUT news stories are not
- Instagram – photos are covered
- LinkedIn is covered
- Will work on STAT a bit tomorrow
- I have some drafts saved in Sprout to work with but I should have those few covered... we shall see how tomorrow goes.

Jamie – I'll send you over some entires for the CASE thing, I am going to look into it on the plane.

I'll be around and keeping up with the STAT contest and pushing to get to #Science16

Thanks and have a great weekend,
Morgan

Morgan Tilton '16

Social Media Community Manager

ECU News Services

1001 E. 5th Street | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-2068 | Tiltonm16@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)

[\[Blog at ECU.edu/ECUNow\]](#)

From: Tilton, Morgan TILTONM16@ECU.EDU
Subject:
Date: March 29, 2018 at 1:14 PM
To: Zachary, Kr st n ZACHARYK17@ECU.EDU

MT

Morgan Tilton '16

Social Media Community Manager

ECU News Services

1001 E. 5th Street | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-2068 | Tiltonm16@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)

[\[Blog at ECU.edu/ECUNow\]](#)



Sprout
definitions.docx

From: Zachary, Kristin zacharyk17@ecu.edu
Subject: Re: powerpoint
Date: March 12, 2018 at 9:32 AM
To: Sayewich, Natalie SAYEWICHN16@ECU.EDU

KZ

Hey there! No worries – most everyone does, haha.

I just chatted with Morgan, because I'm still relatively new to Sprout. I really do like the program, but there are some limitations. Until we re-up our contract with Sprout, we can't add additional users.

However, Morgan suggested that you sign up for a free trial (she thinks it's a monthlong trial), so you can get a hang of the software and how it works. There is an area where you can type in brand keywords so that Sprout pulls a constant feed of posts that include those keywords. How you determine your keywords depends really on what you're looking to do – whether you are wanting to monitor local chatter about trends/happenings, nationwide chatter or both.

I know the fire ants thing might be along the lines of what you're thinking in terms of seeing a trend then having a faculty member weigh in and gain traction off of the momentum that's already happening. In that case, I'd think you'd have to know what the strengths are among the faculty members you want to involve in this, see if that can be boiled down into a word or two and use that as your keyword.

I definitely think it's a great idea, and it's only going to result in more engaging content when we're taking part in a trending and/or national conversation about a topic.

Let me know if you have any questions. I'm sorry I'm not of more help, but I do really like Sprout and I think you could benefit from getting the trial set up and poking around in it. I'm happy to answer Sprout questions once you're in if you decide to do the trial, and I'm sure Morgan is happy to answer questions as well.

Thank you!
Kristin

Kristin Zachary
Digital Media Specialist
ECU News Services
1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)



From: "Sayewich, Natalie" <SAYEWICHN16@ECU.EDU>
Date: Saturday, March 10, 2018 at 8:33 AM
To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Subject: Re: powerpoint

P.S. Sorry I spelled your name wrong in the previous email ;-)

Natalie Sayewich

Director of Communication
College of Nursing
College of Allied Health Sciences
East Carolina University
252-744-2186

From: "Sayewich, Natalie" <SAYEWICHN16@ECU.EDU>

Date: Saturday, March 10, 2018 at 8:30 AM

To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Subject: Re: powerpoint

I've been thinking about this a little more, Kristen, and I'm not sure what kinds of capabilities Sprout has, but if you'd like to test out similar methods of generating content based on social listening, I'm game to help. One of the things I think has some great potential here is our nutrition department in the College of Allied Health Sciences. Our faculty have a lot of different specialties and are pretty good on camera as well. As you know, there's a new diet/nutrition trend every day, and it's a very popular subject in media. It would be cool to get out ahead of some of those trends and get our experts to weigh in on some of those on social media. I think we could really start driving the conversation in nutrition this way. I would love to talk with you more about it, and work with you to develop some keywords and phrases that we could start using a social listening tool to listen for, if this is something that Sprout is able to do. Let me know what you think. Thanks!

Natalie Sayewich

Director of Communication
College of Nursing
College of Allied Health Sciences
East Carolina University
252-744-2186

From: "Sayewich, Natalie" <SAYEWICHN16@ECU.EDU>

Date: Thursday, March 8, 2018 at 3:21 PM

To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Subject: Re: powerpoint

That presentation was super interesting. I'm excited that you get to go to see what the hub's (hubbub? Lol.) all about!

They seem to dedicate a lot of resources to social media at State, and the way Nicholas Love described how they go about deciding what stories/videos/etc. they're going to cover by using social listening was absolutely fascinating and made a lot of sense.

Here's a link to the PowerPoint that Nicholas Love presented at the

Here's a link to the Powerpoint that Nicholas Love presented at the conference.

https://socialmediastrategiessummit.com/assets/client_files/files/SMSSHigherEd-2017/SMSSSEDU_NickLove.pdf

I'd love to hear all about the hub when you come back!

Natalie Sayewich

Communication Director

ECU College of Nursing and College of Allied Health Sciences

4205D Health Sciences Building

Greenville, NC 27858-4353

Office: 252-744-2186 | sayewichn16@ecu.edu | Fax: 252-328-6388

From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Date: Thursday, March 8, 2018 at 2:41 PM

To: "Sayewich, Natalie" <SAYEWICHN16@ECU.EDU>

Subject: Re: powerpoint

Thank you! The NC State strategy is what I was having trouble seeing from the back. I'm thinking they'll probably talk about it when I go on the 19th to visit their hub. I've been studying their pages a lot lately, and when you mentioned that they have eight full-timers, it made much more sense as to how they're able to do all that they do.

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107

Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)



From: "Sayewich, Natalie" <SAYEWICHN16@ECU.EDU>

Date: Thursday, March 8, 2018 at 2:34 PM

To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Subject: Re: powerpoint

Thanks so much! The presentation is attached. If you're interested in any one part especially, I have way more I could tell you about each of them, just let me know. 😊

Natalie Sayewich

Communication Director

ECU College of Nursing and College of Allied Health Sciences

4205D Health Sciences Building

Greenville, NC 27858-4353

Office: 252-744-2186 | sayewichn16@ecu.edu | Fax: 252-328-6388

From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>

Date: Thursday, March 8, 2018 at 2:21 PM

To: "Sayewich, Natalie" <SAYEWICHN16@ECU.EDU>

Subject: powerpoint

Hey there. Great presentation this morning! Would you mind sending me a copy of your PowerPoint? It was really interesting to me, and my eyesight isn't the greatest.

Thank ya,
Kristin

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107

Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)



From: **Slack** no-reply@slack.com
Subject: [Slack] Notifications from the Higher Ed Comm and Social Media workspace for June 14th, 2018 at 4:55 PM
Date: June 14, 2018 at 4:55 PM
To: zacharyk17@ecu.edu

S



Hi Kristin Zachary,

You have a new mention from the **Higher Ed Comm and Social Media** workspace (teamhesm.slack.com).

#social-strategy [View in the archives](#)



supriya-m 1:31 PM, June 11th

Hi folks, has anyone found any specific strategies to be exceptionally successful while trying to promote executive programs?



esteyandrea 4:00 PM, June 14th

Hi [@channel](#), quick question: do you use a paid social media management tool, and if so, which one and why? We're looking at Buffer, Hootsuite, and Sprout right now for our main channels -- any additions, cautionary tales or endorsements welcome 👍

Snooze these notifications for: [an hour](#), [eight hours](#), [a day](#), [three days](#), or [the next week](#). Or, [turn email notifications off](#). For more detailed preferences, see your [account page](#).

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500 Howard Street • San Francisco, CA • 94105 • United States

From: **Slack** no-reply@slack.com
Subject: [Slack] Notifications from the Higher Ed Comm and Social Media workspace for June 18th, 2018 at 11:25 AM
Date: June 18, 2018 at 11:25 AM
To: zacharyk17@ecu.edu

S



Hi Kristin Zachary,

You have a new mention from the **Higher Ed Comm and Social Media** workspace (teamhesm.slack.com).

#social-strategy [View in the archives](#)



esteyandrea 4:00 PM, June 14th

Hi [@channel](#), quick question: do you use a paid social media management tool, and if so, which one and why? We're looking at Buffer, Hootsuite, and Sprout right now for our main channels -- any additions, cautionary tales or endorsements welcome 👍



lizgross144 11:10 AM, June 18th

Hi [@channel](#). My team is going to do a study of campus presidents and vice presidents on Twitter, to be released at the end of this year. For sure, we're going to look at the topics they tweet about, how often they tweet, when they tweet, who is most influential, who is influencing them, and how all of this varies based on institution type. What other sort of insights would you find valuable from this research?

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500 Howard Street • San Francisco, CA • 94105 • United States

From: Eppes, Thomas E EPPEST17@ECU.EDU
Subject: Re: Social media reports
Date: February 19, 2018 at 3:59 PM
To: Zachary, Kristin ZACHARYK17@ECU.EDU, Tilton, Morgan TILTONM16@ECU.EDU, Smith, Jamie Baker SMITHJAMI15@ECU.EDU, Hutson, Jeannine Manning HUTSONJ@ecu.edu

TE

All,

Regarding lack of participation with Instagram to the degree students at NC State are involved, maybe we need to kick-start this with an incentive, assuming that's within university and system policy. With spring hopefully on the near horizon, maybe we have a contest to pick first and best new flower bloom or other evidence the new season has arrived. Maybe Athletics has some t-shirts, jerseys or other trinkets they'll give us to use as prizes? Other ideas welcome for lighting up Instagram?

Tom Eppes, APR, Fellow PRSA
Chief Communications Officer

ECU, University Communications
Office of the Chancellor
Howard House, 1001 E. Fifth Street
Greenville, NC 27858

Phone: 252-328-6482
Email: eppest17@ecu.edu
www.ecu.edu/news

From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Date: Friday, February 16, 2018 at 4:27 PM
To: "Eppes, Thomas E" <EPPEST17@ECU.EDU>, Morgan Tilton <TILTONM16@ECU.EDU>, Jamie Smith <SMITHJAMI15@ECU.EDU>, Jeannine Hutson <HUTSONJ@ecu.edu>
Subject: Social media reports

Please find attached:

- ECU Social Media Accounts report December 2016-February 2018
- Facebook Competitors Report December 2016-February 2018
- Facebook Competitors Report Feb. 1-16
- February FB Comparison

The first three are Sprout-generated reports. The fourth is a report I created today. The Sprout FB competitor reports are not as specific as my February roundup, but still interesting all the same, and as my report points out, our engagements are still higher for the month.

The December 2016-February 2018 FB competitor report is not going to have as much info because it's still tracking the data for many of the other pages, but it does show that during that timeframe, ECU's engagements per post was 457 and UNC's engagement per post was 482 – pretty much in line with one another.

Info from Morgan based on earlier request:

There isn't a way to compare our social media followers to an alumni list that I know of. Even if by chance there was you would have to factor in name changes, those who go by a different name and privacy settings. Also for accounts like Instagram and Twitter most people don't use their real name anymore... may be initials, email address portions nicknames and so forth.

ECU's Instagram was unveiled in August 2015 but was not used effectively or truly promoted until March 2017. NCSU created their account on February 1, 2012. When I joined the News Services team we had a little over 6K Instagram followers.

Reasons for not posting "enough," while I agree it definitely needs to be utilized more and it's on my list of things to do to go out and get photos there are many factors involved.

- Not having the photos requested
- Not having the time to go out and get them myself/pulled into other projects or issues
- Not having the base that NSCU/UNC has when it comes to submitted photos
- Relationships with other groups, events and colleges do not submit quality photos or any

** When looking at NCSU their Instagram is awesome because they have people collaborating together giving content to share not relying on one person.

Note: Instagram analytics are off and don't represent true follower numbers since the analytics for Instagram on Sprout Social are relatively new to be able to go back before we had an account with them. <- I hope this makes sense.

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)



From: Zachary, Kristin zacharyk17@ecu.edu

Subject: Soc a med a reports

Date: February 16, 2018 at 4:27 PM

To: Eppes, Thomas E EPPEST17@ECU.EDU, T ton, Morgan TILTONM16@ECU.EDU, Sm th, Jam e Baker SMITHJAMI15@ECU.EDU, Jeann ne Hutson hutsonj@ecu.edu

KZ

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Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107

Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
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ECU Social
Media...18.pdf



Facebook
Compe...18.pdf



Facebook
Compe...18.pdf



FebruaryFBCom
parison.pdf



From: Zachary, Kristin zacharyk17@ecu.edu
Subject: Re: Spring 2018 Commencement
Date: May 1, 2018 at 11:56 AM
To: Tilton, Morgan TILTONM16@ECU.EDU

KZ

10-4, just wanted to make sure I wasn't missing something between the two docs.

Yes, if I could be added, that'd be great! I searched through Sprout on how to take it down, but I couldn't figure it out and wasn't able to devote more time to searching since things were busier, but if there is a way in Sprout, that's good. I'll give it another look at some point just so I know in the future.

Thanks!
Kristin

Kristin Zachary
Digital Media Specialist
ECU News Services
1001 E. Fifth St. | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu
[Twitter](#) | [Facebook](#) | [Instagram](#)



From: "Tilton, Morgan" <TILTONM16@ECU.EDU>
Date: Tuesday, May 1, 2018 at 11:53 AM
To: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Subject: Re: Spring 2018 Commencement

Let me see how to add you. I believe through sprout you can take any posts down. I know you can do it in the app. I am not sure why it attached twice, may have been a glitch but its the same file so they should be...

Morgan Tilton | 252-328-2068

From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Date: Tuesday, May 1, 2018 at 11:50 AM
To: "Tilton, Morgan" <TILTONM16@ECU.EDU>
Subject: Re: Spring 2018 Commencement

LOL, I guess you have your headphones in – I was having a conversation with myself. Are the two doc files the same?

And unrelated, but how can I get added to have permissions on LinkedIn? I posted something while you were away but it sent off incorrectly then I had no way of fixing it or even removing it.

Kristin Zachary

Digital Media Specialist

ECU News Services

1001 E. Fifth St. | Mail Stop 107

Greenville, NC 27858-4353

Office: 252-328-1163 | zacharyk17@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)



From: "Tilton, Morgan" <TILTONM16@ECU.EDU>

Date: Tuesday, May 1, 2018 at 9:37 AM

Cc: East Carolina University <SOCIALMEDIA@ECU.EDU>

Subject: Spring 2018 Commencement

Hi all!

I hope your week is going well. Attached you will find the communication plan for this week's events and a few graphics.

For tweets, please tag partner accounts (up to 10) in the photo attached to tweet; not within the 280-character space! (Less is more when it comes to characters.) Keep all posts short, sweet and to the point. When in doubt, retweet @EastCarolina and @InnerPirate.

- Use approved hashtags: **#ECUgrad** and **#ECU18** on *Twitter and Instagram*
 - Integrate these hashtags in the text, don't just add them to the end of your tweet (if possible).
 - Refrain from using hashtags on Facebook
- Feel free to retweet throughout the week
- When starting a tweet off with a username please put a period in front of the @

period in front of the @

- Example: .@EastCarolina Pirates are you ready for commencement?
 - This is only for tweets that use the username as the first word

Let me know if you have any questions.

Morgan

--

Morgan Tilton '16

Social Media Community Manager

ECU News Services

1001 E. 5th Street | Mail Stop 107
Greenville, NC 27858-4353

Office: 252-328-2068 | Tiltonm16@ecu.edu

[Twitter](#) | [Facebook](#) | [Instagram](#)

[\[Blog at ECU.edu/ECUNow\]](http://Blog.at.ECU.edu/ECUNow)



Group Activity Overview

This section summarizes your key statistics across channels.

- **Impressions:** The number of times your content was served to users on Twitter, Facebook, LinkedIn and Instagram. Only includes impressions achieved organically. See Impressions section below for more details.
- **Engagements:** The total number of engagements across Twitter, Facebook, Instagram and LinkedIn. See Engagements section below for more details.
- **Link Clicks:** The number of clicks on links within your content on Twitter, Facebook and LinkedIn. This metric is currently not available for Instagram.

Group Engagement

This section helps you visualize trends in how your audience engages with your content across channels.

- **Facebook Engagements:** Total number of reactions, comments, and shares on your Facebook posts during the report period.
- **Twitter Engagements:** Total number of times a user interacted with your Tweets. The interactions include clicks anywhere on the Tweet, Retweets, replies, follows, Likes, links, cards, hashtags, embedded media, username or profile photo during the report period.
- **Instagram Engagements:** Number of Likes and Comments you received on your Instagram media during the report period.
- **LinkedIn Engagements:** Aggregate number of Likes, Comments, Shares, and Clicks on your Organization Shares.
- **Total Engagements:** Total number of engagements across Twitter, Facebook, Instagram, and LinkedIn during the report period.

Group Audience Growth

This section breaks down your fan growth across channels.

- **New Facebook Fans:** The number of Likes (paid or organic) on your Facebook Pages minus the number of Unlikes.
- **New Twitter Followers:** The number of Twitter followers gained across all days in the report period.
- **New Instagram Followers:** The number of Instagram followers gained across all days in the report period.
- **New LinkedIn Followers:** The number of LinkedIn followers gained across all days in the report period.
- **Total Fans Gained:** Total number of fans or followers gained in the report period across Twitter, Facebook, Instagram, and LinkedIn.
- **Total Fans:** Total number of fans or followers across Twitter, Facebook, Instagram, and LinkedIn, as of the last day in the report period.

Group Stats by Profile Page

This section allows you to compare key metrics across your all your profiles and pages against each other.

Twitter Activity Overview

This section summarizes your key statistics in the report period.

- **Organic Impressions:** Number of times a user was served your Tweets in their timelines or search results on Twitter. Total does not include paid Tweets.
- **Engagements:** Total number of times a user interacted with a Tweet. The interactions include clicks anywhere on the Tweet, retweets, replies, follows, likes, links, cards, hashtags, embedded media, username or profile photo.
- **Clicks:** Number of times users clicked on URLs in your Tweets.

Twitter Audience Growth

This section breaks down your follower growth during the report period.

- **Total Followers:** The total number of Twitter followers on the last day of the report period.
- **Net Followers Gained:** Net number of Twitter followers gained within the report period.
- **People that You Followed:** Number of Twitter accounts you followed within the report period.
- **Follower insight:** The percentage increase decrease of your total followers, since the end of the previous date range.

Twitter Posts & Conversations

This section shows your volume of sent and received messages alongside each other.

- **Tweets Sent:** A total of all your outbound Tweets, including replies, during the report period.
- **Direct Messages Sent:** DMs sent during the report period.
- **Total Sent:** A total of your outbound messages, including DMs.
- **Mentions Received:** Number of @mentions sent to your account during the report period.
- **Direct Messages Received:** Number of DMs received during the report period.
- **Total Received:** A total of your inbound messages, which includes @mentions and DMs.

Twitter Top Posts

This section shows the top 5 Tweets you published within the date range selected.

- **Potential Reach:** The total number of people that potentially saw your post. If your message is retweeted by any of your followers, their respective followers would be counted in this post's reach metric.
- **Responses:** The number of Replies and Retweets to your message.
- **Clicks:** The number of people that clicked on a URL in your message. These clicks can be tracked if you included your own bit.ly link or links that were shortened with our link shortener. (Note: We cannot track links that were shortened with other tools.)
- **Retweets:** The number of times your Tweets were retweeted during the report period.

Twitter Impressions

This section helps you visualize trends in your content being seen by the Twitter community.

- **Average Organic Impressions per Day:** Number of organic impressions your Tweets received in one day, on average.

- **Organic Impressions:** Number of times users were served your Tweets in their timelines or search results on Twitter. This number does not include paid content.

Twitter Publishing Behavior

This section breaks out the recipients of your Tweets and their content into categories.

- **Sent Message Content:** Number of Tweets that contain photos, external bit.ly links or neither (plain text), out of your total number of Tweets sent.
- **Conversation Behavior (Last 100 Tweets):** Number of Tweets sent @mentioning other Twitter users (Conversation) and outbound Tweets sent to your entire audience (Updates). This reflects the 100 most recent Tweets for the last 30 days from the end date of the selected report period, regardless of the report period start date.
- **Contact Behavior (All Tweets):** Number of @replies sent to Twitter users that you have not previously contacted (New Contacts) and @replies sent to Twitter users that you have previously engaged with (Existing).

Twitter Engagement

This section helps you visualize trends in how your followers engage with your tweets.

- **Replies:** Number of @replies you received during the report period.
- **Retweets:** Number of times your Tweets were retweeted during the report period.
- **Likes:** Number of times your Tweets were liked during the report period.
- **Organic Impressions per Follower:** Total number of organic impressions divided by the number of followers at the end of the report period. Indicates how active your follower base is on Twitter.
- **Engagements per Follower:** Total number of engagements divided by the number of followers at the end of the report period. Indicates how much your users engage with your content.
- **Engagements per Tweet:** Total number of engagements divided by the number of Tweets within the report period. Indicates how engaging your Tweets were within the report period.
- **Organic Impressions per Tweet:** Total number of organic impressions divided by the number of Tweets within the report period. Indicates how much exposure your Tweets received within the report period.
- **Engagements per Organic Impression:** 314 Total number of engagements divided by the total number of organic impressions. Indicates how much your audience engaged with your Tweets once they were seen.

Twitter Audience Demographics

This section helps you understand your typical follower profile.

- **By Age:** An estimated breakout of your followers by age range. Sprout use a mix of third-party tools to determine this.
- **By Gender:** An estimated breakout of your followers by gender. Sprout calculates the breakout using your followers' names.

Facebook Activity Overview

This section summarizes your key statistics in the report period.

- **Impressions:** The number of times any content associated with your Page was seen in News Feed, ticker, or on visits to your Page.
- **Engagements:** Total number of reactions, comments, and shares on your posts.
- **Link Clicks:** The number of clicks on links within your content. This data comes from Facebook Insights. Does not include other clicks, such as photo clicks, video clicks, or post expansion clicks.

Facebook Audience Growth

This section breaks down your fan growth during the report period.

- **Total Fans:** The total number of people who have liked your Page as of the last day of the report period.
- **Paid Likes:** The number of new people who liked your Page after a paid promotion.
- **Organic Likes:** The number of new people who liked your Page by organic reach.
- **Unlikes:** The number of people that unliked your Page.
- **Net Likes:** The number of Likes (paid or organic) minus the number of Unlikes.

Facebook Publishing Behavior

This section breaks out the posts you published during the report period.

- **Photos:** The number of photos published by your Page during the report period.
- **Videos:** The number of videos published by your Page during the report period.
- **Posts:** The total of all posts published by your Page during the report period that were not photos or videos. Includes plain text, link, and all other Post types.
- **Total Posts:** The number of posts published by your Page during the report period.

Facebook Top Posts

This section shows the top 5 posts you published within the date range selected.

Facebook Video Performance

If your Page has video metrics for the selected date range, this section summarizes key performance metrics for your videos.

- **Total Views:** The total number of times your videos have been viewed for more than 3 seconds.
- **Organic Full:** The number of times your videos were viewed for 30 seconds or viewed to the end, by organic reach.
- **Organic Partial:** The number of times your videos have been viewed for more than 3 seconds, but no more than 30 seconds and not to the end, by organic reach.
- **Paid Full:** The number of times your videos were viewed for 30 seconds or viewed to the end, whichever came first, after a paid promotion.
- **Paid Partial:** The number of times your videos have been viewed for more than 3 seconds, but no more than 30 seconds and not to the end, after a paid promotion.
- **Paid vs. Organic:** Percentage of Total Views obtained via Organic Reach and Paid Reach.
- **Click plays vs Autoplays:** Percentage of Total Views generated from auto-plays, and the

• user explicitly clicking to play.

Facebook Engagement

This section helps you visualize trends in how your audience engages with your posts.

- **Reactions:** The number of interactions with your posts via Reaction. Reactions include Like, Love, Haha, Wow, Angry, and Sad. This is a non-unique metric (includes multiple subsequent actions).
- **Comments:** The number of comments and comment replies on your posts. This is a non-unique metric (includes comments left by the same users multiple times).
- **Shares:** Total number of shares of your posts. This metric includes internal and external Post shares. Internal shares account for the explicit Share action on the post. External shares account for users copy and pasting links to your posts and share them.
- **Total Engagements:** Aggregate number of reactions, comments, and shares on your posts.

Facebook Audience Demographics

This section helps you understand your fans, average number of users reached per day, and users sharing your content.

- **By Age:** Aggregated demographic data about the people who like your Page, saw content from your Page, or interacted with content from your Page (based on the toggle selection). The data is based on the age information they provide in user profiles.
- **By Gender:** Aggregated demographic data about the people who like your Page, saw content from your Page, or interacted with content from your Page (based on the toggle selection). The data is based on the gender information they provide in user profiles.
- **By Country:** Aggregated Facebook location data, sorted by country, about the people who like your Page, saw content from your Page, or interacted with content from your Page (based on the toggle selection).
- **By City:** Aggregated Facebook location data, sorted by city, about the people who like your Page, saw content from your Page, or interacted with content from your Page (based on the toggle selection).

LinkedIn Activity Overview

This section summarizes your key statistics during the report period.

- **Impressions:** The number of times your Organization Page or any organization shares were seen by LinkedIn members. Only includes impressions achieved organically.
- **Engagements:** Total number of Likes, Comments, Shares, and Clicks on your Organization Page content.
- **Clicks:** The number of clicks on your content, organization name, or logo. This data comes from LinkedIn Analytics. This doesn't include engagement clicks (Shares, Likes, and Comments).

LinkedIn Audience Growth

This section breaks down your follower growth during the report period.

- **Total Followers:** The total number of LinkedIn members following your Organization Page as of the last day of the report period.

- **Paid Followers Gained:** The number of new LinkedIn members who followed your Organization Page through Sponsored Content and or Organization Follow Ads.
- **Organic Followers Gained:** The number of new LinkedIn members who followed your Organization Page without the use of advertising.
- **Total Followers Gained:** The number of total new Followers (sponsored or organic) during the report period.

LinkedIn Impressions

This section helps you visualize trends in your content being viewed by the LinkedIn community.

- **Organic Impressions:** The number of times your Organization Page or any organization shares were seen by LinkedIn members. Only includes impressions achieved organically.
- **Average Impressions per day:** The average number of impressions per day during the report period.
- **Users Reached:** The number of users that saw Organization Page updates both organically and through paid campaigns.

LinkedIn Engagement

This section helps you visualize trends in how your audience engages with your organization shares.

- **Total Engagements:** Aggregate number of Likes, Comments, Shares, and Clicks on your Organization Shares.
- **Likes:** The number of Likes on your organization shares. This is a non-unique metric (includes multiple subsequent actions).
- **Comments:** The number of Comments and comment replies on your Organization Shares. This is a non-unique metric (includes comments left by the same users multiple times).
- **Clicks:** The number of clicks on your content, organization name, or logo.

LinkedIn Analytics.

Shares: Total number of Shares of your Organization Shares. This is a non-unique metric (includes multiple subsequent actions left by the same users on the post and further comments).

- **Engagements per follower:** Total number of engagements divided by the number of followers at the end of the report period. Indicates how much your users engage with your content.
- **Engagements per Post:** Total number of engagements divided by the number of Organization Shares within the report period. Indicates how engaging your Tweets were within the report period.
- **Engagements per Impression:** Total number of engagements divided by the total number of impressions. Indicates how much your audience engaged with your Shares once they were seen.

LinkedIn Audience Demographics

This section helps you understand the job functions of your followers.

- **Seniority Level:** Sorted list of seniority levels, aggregated among the people who follow

your Page.

- **Position:** Sorted list of job positions, aggregated among the people who follow your Page.

LinkedIn Top Posts

This section shows the top 5 updates you shared within the date range selected.

Instagram Activity Overview

This section summarizes your key statistics in the report period.

- **Total Followers:** The total number of Instagram followers on the last day of the report period.
- **Likes:** Number of Likes you received on your media during the report period.
- **Comments:** Number of Comments you received on your media during the report period.
- **Instagram Audience Growth**
 - This section breaks down your follower growth during the report period.
- **Total Followers:** The total number of Instagram followers on the last day of the report period.
- **Actual Followers Gained:** Net number of Instagram followers gained within the report period.
- **People that You Followed:** Number of Instagram accounts you followed within the report period.
- **Follower insight:** The percentage increase decrease of your total followers, since the end of the previous date range.

Instagram Top Posts

This section shows your Top 3 media in the report period based on your Engagement Ratio (Likes, Comments, and Follower Count).

- **Top Instagram Posts:** This section shows your Top 3 media in the report period based on your Engagement Ratio (Likes, Comments, and Follower Count).
- **Engagements:** Total number of times users interacted with this media. This is a sum of Likes and Comments.

Instagram Outbound Hashtag Performance

This section totals your hashtag usage during the report period and helps you contrast them with hashtags that drew the most engagement.

- **Most Used Hashtags:** Lists the 10 hashtags you used the most on your media during the report period.
- **Most Engaged Hashtags:** Lists the 10 hashtags that drew the most engagements (Likes and Comments) during the report period.

Instagram Engagement

This section helps you visualize trends in how your followers engage with your Instagram media.

- **Likes:** Number of Likes you received on your media during the report period.
- **Comments:** Number of Comments you received on your media during the report period.

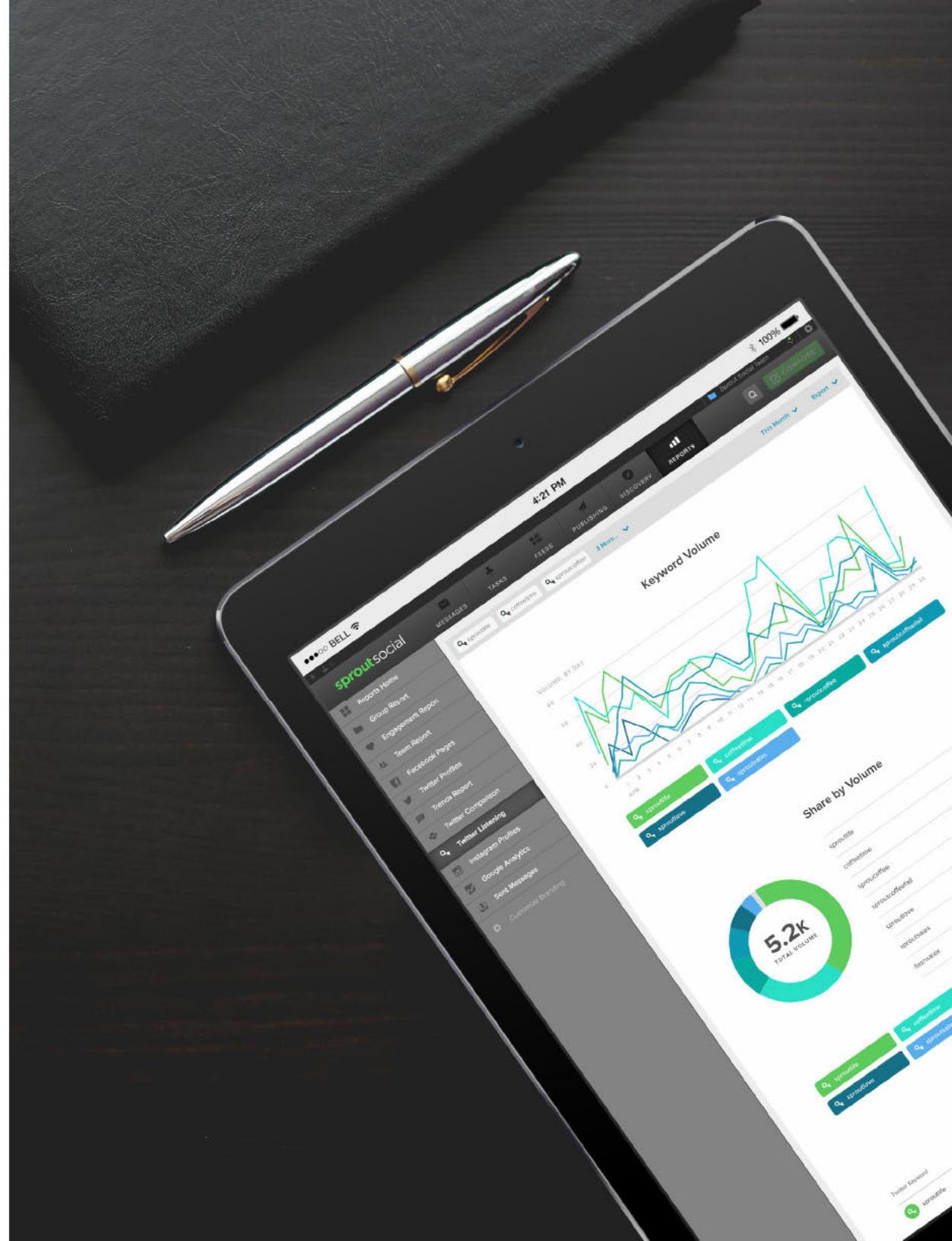
- **Engagements per follower:** Total number of engagements divided by the number of followers at the end of the report period. Indicates how active your follower base is on Instagram.
- **Engagements per media:** Total number of engagements divided by the number of media you sent. Indicates how engaging your media is.



sproutsocial

A Powerful Platform for Social Business

Sprout Social equips teams with a social media management platform built to collaborate and manage their social business. With Sprout, brands can more effectively communicate on social channels, collaborate across teams and provide an exceptional customer experience.



SPROUT PLATFORM

Create an Exceptional Brand Experience

Sprout's software provides solutions for scalable profile management, collaborative social media marketing, advanced customer support and access to social data and powerful analytics. Our core feature-set provides the flexibility to work and grow as a team and as a business.



Publishing

Publishing governance, integrated workflows and secure tools enable teams to ensure a consistent brand experience and deliver social content that drives results.



Engagement

Sprout's inbox provides a unified stream of inbound messages across social networks and response management tools that enable teams to engage and monitor at scale.



Analytics

From integrated social network analytics to trend and listening reports—Sprout's suite of reporting features give teams the tools to quantify success and help brands make better business decisions.



Collaboration

Flexible account structure and team tools simplify workflow across various stakeholders and teams, and create a seamless user experience.

SPROUT FEATURES

Tools that Go Beyond the Basics



Suggested Customer Service Responses powered by Sprout's machine learning algorithm for consistent, on-brand engagement across your team.



Advanced Keyword, Trends and Social Listening Reports to keep track of your marketing campaigns, products, industry, competitors and more.



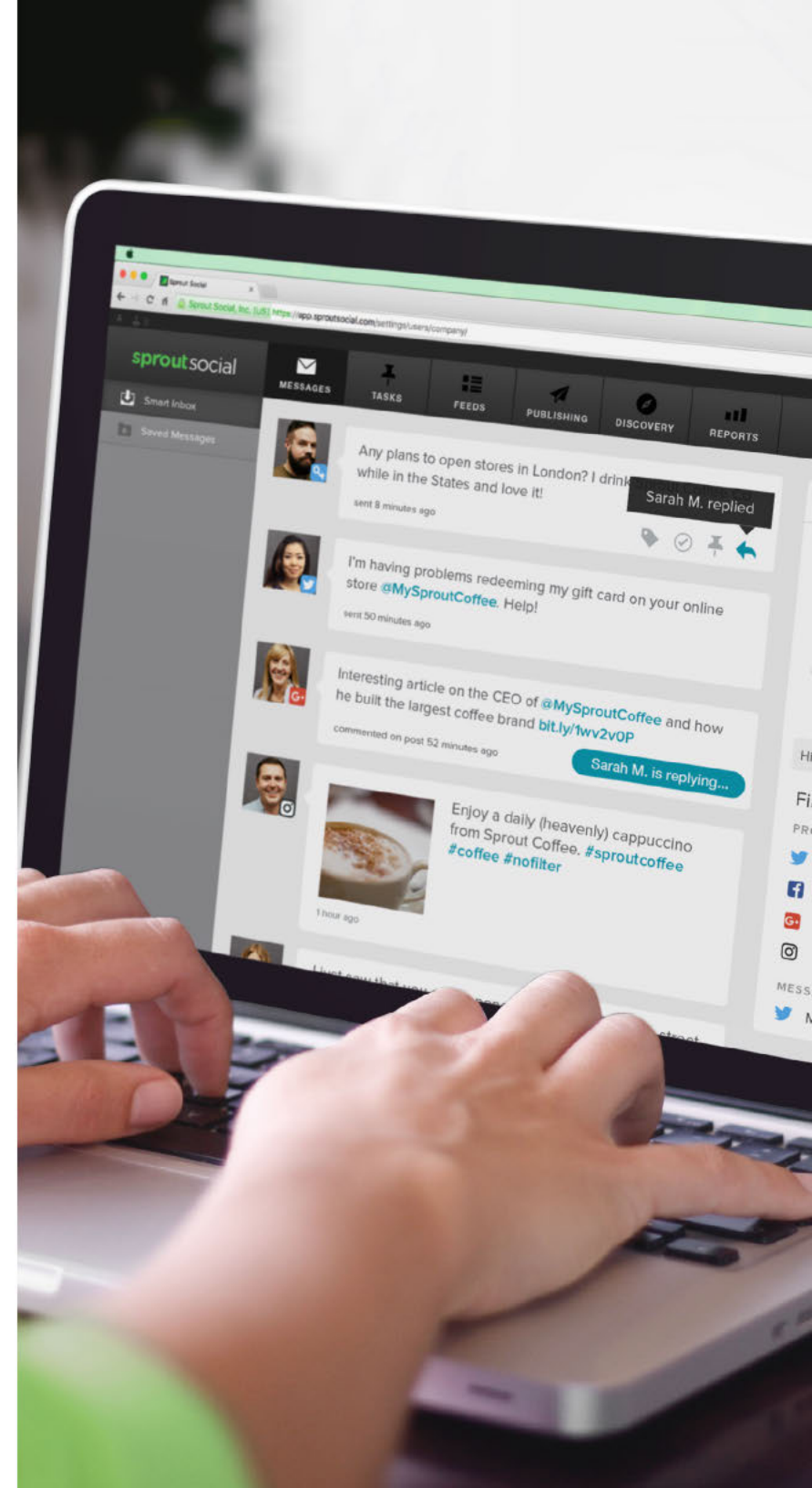
Permission-Based Message Approval Workflow for secure team publishing helps you ensure the right messages are reaching your audience.



Detailed Agent-Level Reporting for customer service and productivity so you are always aware of how well your team is servicing your customers.



End-to-End Tag Management System for incoming and outgoing messages to monitor and track campaigns, sentiment, support issues and more.



Peace of Mind With Secure Access & User Management

Sprout's platform is secure, scalable and reliable. From publishing protection and customizable feature and data visibility to enterprise-grade account security, you'll have peace of mind with protected access and platform management.

Permissions

Set precise user permissions to determine who has access to specific features, profiles and data. Control outbound social messages by granting users read only, draft, approval or full publishing rights.

Security

Sprout takes security seriously so you don't have to worry. User permissions are fortified through:

- Site-wide SSL encryption
- Secure credential storage with one-way, salted hashes
- Optional IP whitelisting

Sprout's security program is based on the ISO27001 standard. Our security is continually verified through internal and third-party penetration testing.



Sprout Believes in Building Lasting Customer Relationships

Account Management

Sprout goes beyond software. That's why we offer world-class account management and customer support, enabling teams as they successfully grow and manage their social business. Account management includes:



Dedicated success manager



Efficient deployment



Team and new user onboarding



Ongoing platform education



24/5 premium technical and customer support

Thought Leadership

Sprout's blog keeps customers abreast on new product updates and is a content hub for social media best practices and industry news. Blog resources consist of:



Product and industry guides



Case studies



Data and infographics



Social media webinars



Quarterly industry report

The Platform of Choice for the World's Best Brands

SPROUT SOCIAL CUSTOMERS



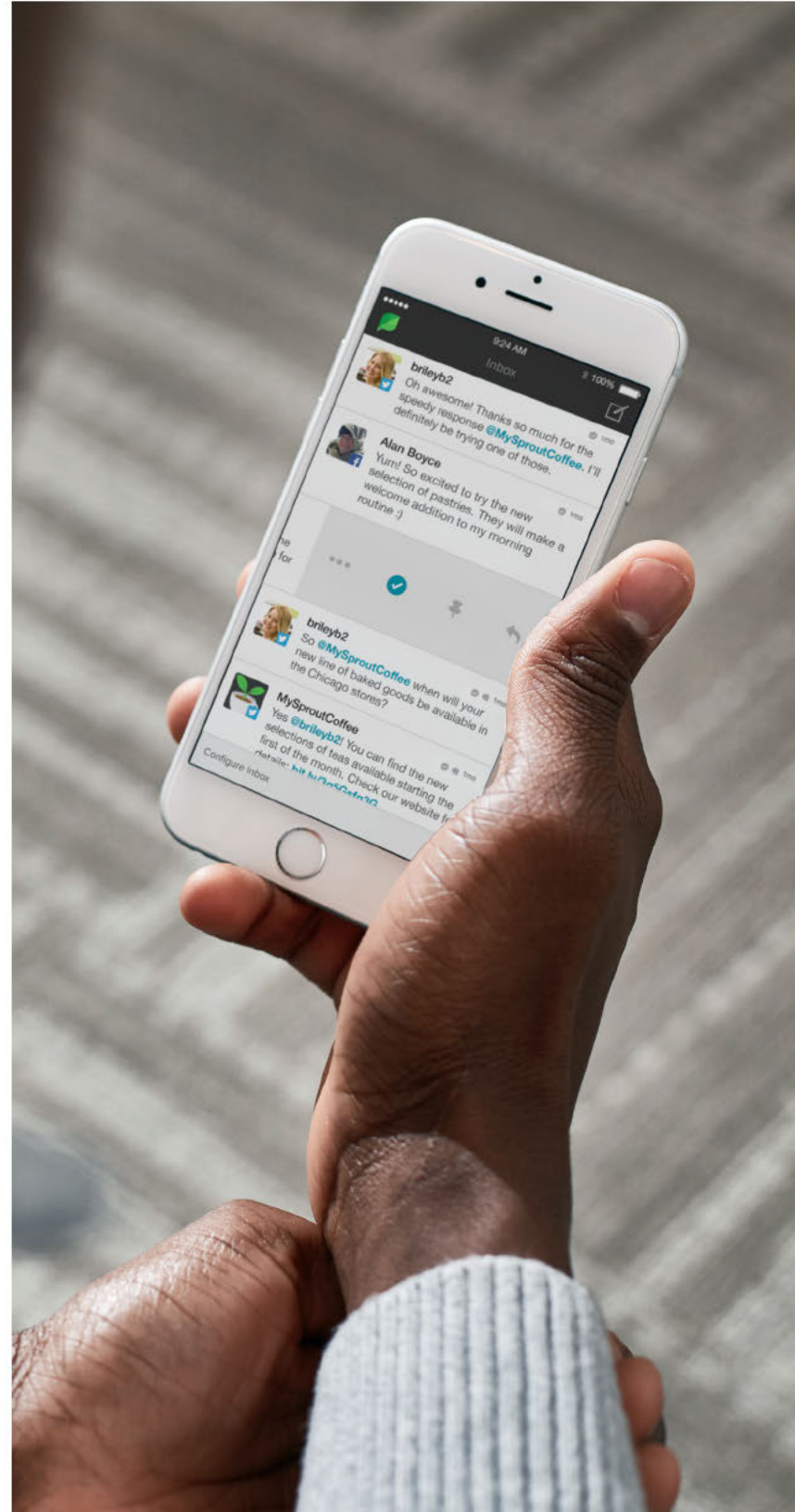
PARTNERSHIPS & INTEGRATIONS



sproutsocial.com

sales@sproutsocial.com

1.866.878.3231



From: Tilton, Morgan TILTONM16@ECU.EDU
Subject: Re: Work ng from home
Date: February 8, 2018 at 9:48 AM
To: Zachary, Kr st n ZACHARYK17@ECU.EDU

MT

THANK YOU!

Morgan Tilton | 252-328-2068

From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Date: Thursday, February 8, 2018 at 9:48 AM
To: "Tilton, Morgan" <TILTONM16@ECU.EDU>
Subject: Re: Working from home

Sure. I just posted the Oxendine story in the banner, so I'll do it for that one. And I'll be posting the Golden LEAF to the blog and sending off the Craig Souza story, so once those are up, I'll schedule those drafts, too.

From: Tilton, Morgan
Sent: Thursday, February 8, 2018 9:46 AM
To: Zachary, Kristin
Subject: Re: Working from home

Feel better!

If you post something can you schedule it as a draft for social in sprout? I am going to the SHOES event and am going to be backed up!

Morgan Tilton | 252-328-2068

From: "Zachary, Kristin" <ZACHARYK17@ECU.EDU>
Date: Thursday, February 8, 2018 at 7:58 AM
To: "Tilton, Morgan" <TILTONM16@ECU.EDU>
Subject: Working from home

Hey Morgan. I woke up with a sore throat and cough, so I'm going to work from home today. I'll send off any stories and post any blogs that come in, but if you happen to see something come across without my email listed, please forward.

Thank you,
Kristin

East Carolina University

August 31, 2017

AGREEMENT FOR

BUSINESS NAME East Carolina University
 ACCOUNT OWNER Morgan Tilley
 OWNER EMAIL tiltonm12@ecualumni.ecu.edu
 SUBSCRIPTION TERM 12 Months
 PAYMENT TERMS Due in Full Upon Invoice

AGREEMENT VALID THRU

LICENSED USERS 2
 SOCIAL PROFILES 20
 GROUPS 3
 BRAND KEYWORDS 20
 START DATE August 31, 2017

PRODUCT	QUANTITY	MONTHLY RATE	TOTAL
Enterprise Plan-\$249/ea- Discount 20%	2	\$ 199.00	\$ 398.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
MONTHLY TOTAL			\$ 398.00
Annual Total			\$4, 776.00

ACCEPTED BY

DATE

TERMS OF SERVICE

Except for details outlined in this agreement, the relationship between Sprout Social and the Customer are governed by the Terms of Service (sproutsocial.com/terms) and the two documents collectively establish the terms of the relationship upon acceptance.

PAYMENT TERMS

Sprout offers access to their software with payment made in advance of the subscription period. To maintain access, payment must be made in accordance with terms of this agreement. Payments can be made with Check, ACH or Wire Transfer. Pro-rated refunds are not provided for early cancellation.

AUTO RENEWAL

Your subscription, including any additional users added during your term, will automatically renew unless we receive written notice to your account manager or to sales@sproutsocial.com at least 30 days prior to expiration.

JOIN 17,000 OF THE WORLD'S LEADING BRANDS



10961751



Sprout Social
131 S. Dearborn St.
Suite 700
Chicago, IL 60603

Invoice

#9205

9/10/2018

Bill To

East Carolina University
200 E First Street
Greenville NC 27858
United States

Total Due

\$7,164.00

Due Date: 9/10/2018

Sprout ID	PO #	Terms	Due Date	Comments
711261		Due on receipt	9/10/2018	

Item	Service Period
User - Enterprise	8/31/2018 - 8/30/2019

Subtotal \$7,164.00

Tax (0%) \$0.00

Total \$7,164.00

Amount Due \$7,164.00

CONFIRMING ORDER
ACCOUNTS PAYABLE

SEP 28 2018

PO# 11281511

DH
10/2

Payment by Check:

Sprout Social, Inc.
131 S. Dearborn St., Suite 700
Chicago, IL 60603


Payment by Wire:

Silicon Valley Bank	Account Name:	Sprout Social, Inc.
3003 Tasman Dr.	Account #:	3302297531
Santa Clara, CA	Bank Routing #:	121140399
65054	Swift Code:	SVBKUS6S

East Carolina University

Department of Materials Management
 200 East First Street
 Greenville, NC 27858
 (P) 252-328-6434 (F) 252-328-4172

ECU NC tax exempt# 400009

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Sep 27, 2018	P1281511	0
Please contact the following buyer with any questions		
Purchasing Agent	26 Brooks White	
Phone	252-328-6434	
Director's Approval		

Supplier Information	Delivery Information	Billing Information
Sprout Social, Inc 131 S. Dearborn St. STE 700 Chicago, IL 60603 US Phone +1 336-254-3113 ECU Supplier Id Supplier Number B01216200	Ship to Attention: Tonya Howard Phone: +1 (252) 328-6481 Contact Email howardt@ecu.edu East Carolina University News Bureau 1001 E 5th St Howard House Greenville, NC 27858-4353 United States Delivery Information Ship Via Best Carrier-Best Way F.O.B. Destination Attachments for supplier Invoice 9205 - Sp... Sole Source Justi...	Charge to PO Listed Above Payment Terms 0% 0, Net 30 Accounting Date Pricing Ref. No. ECU-002245 Special Instructions Confirming Order - Do Not Send Work Order # no value Invoice Address East Carolina University Accounts Payable 120 Reade St. Fin. Srv. Bldg. Greenville, NC 27858-4353 United States

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Software Purchase Form - Renewal of Sprout Social - Social media monitoring system/platform. Does NOT require software to be downloaded to our system/server			7,164.00 USD	1	7,164.00 USD
	ADDITIONAL INFO	Quantity	1			
		Unit Price	7,164.00 USD			
	Product Description	Renewal of Sprout Social - Social media monitoring system/platform. Does NOT require software to be downloaded to our system/server				
	Unit of Measure	EA - Each				
Total						7,164.00 USD

Additional PO Instructions			
Header	100	NC T&C	Purchase Order placed in accordance with the State of NC Terms and Conditions.
	200	Funds	

In accordance with NC Terms and Conditions the following statement applies: Availability of Funds: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

300	ECU PO conditions	ECU standard Purchase Order conditions are attached.
600	Privacy Standards	This Purchase Order is issued in accordance with the following privacy standards: a) Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), also known as HIPAA, and b) Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99), also known as FERPA.